

SIDE BAR AGREEMENT

between

GLEN ROCK BOARD OF EDUCATION

and

GLEN ROCK EDUCATION ASSOCIATION

This AGREEMENT is made this 28th day of May, 2019 by and between the GLEN ROCK BOARD OF EDUCATION, which has offices located at 620 Harristown Road in the Borough of Glen Rock, County of Bergen and State of New Jersey (hereinafter referred to as the "Board"), and the GLEN ROCK EDUCATION ASSOCIATION, which has offices located at the Glen Rock Middle School/High School on 620 Harristown Road in the Borough of Glen Rock, County of Bergen and State of New Jersey (hereinafter referred to as the "Association").

WITNESSETH:

WHEREAS, the Board and Association are parties to a collective negotiations agreement governing the terms and conditions of employment for certain certificated employees, technical personnel, administrative assistants, teachers and health assistants, and maintenance and custodial employees for

the period beginning July 1, 2018 and ending June 30, 2021 (hereinafter referred to as the "Agreement");

WHEREAS, the Association had requested that the Board grant Susan McBride (hereinafter referred to as McBride, a leave of absence for the 2016-2017, 2017-2018 and 2018-2019 school years to enable her to serve as the president of the Bergen County Education Association;

WHEREAS, Section 3.6.1, "Association Service or Public Office", of the parties' Agreement provides that:

The Board agrees that up to two Employees designated by the Association shall, upon written request, be granted leave without pay for up to one year to engage in activities of the Association, N.A.E.S. or N.J.A.E.S., or to campaign for and serve in public office;

WHEREAS, McBride is not entitled to the requested leave of absence in accordance with the provisions of Section 3.6.1 of the parties Agreement;

WHEREAS, the Board was willing to grant McBride the leave of absence, provided that the Association reimburses the Board for the salary, benefits and the cost of all contributions imposed upon the Board as McBride's employer;

WHEREAS, the Parties entered into a Side Bar Agreement which granted McBride the requested leave of absence upon certain terms and conditions;

WHEREAS, the Association has requested that the Board grant McBride another leave of absence for the 2019-2020, 2020-2021 and 2021-2022 school years upon the same terms and conditions;

WHEREAS, the Board is willing to grant McBride the requested leave of absence, provided that the Association reimburses the Board the salary and benefits and the cost of all contributions imposed upon the Board as McBride's employer; and

WHEREAS, the parties are desirous of memorializing the terms and conditions of granting the leave of absence of McBride in a side bar agreement;

NOW, WHEREFORE, based on the foregoing premises and the mutual promises and covenants contained herein, the parties agree as follows:

1. The Board agrees to grant McBride a leave of absence with pay for the 2019-2020 school year. Since it is the Board's position that the current Board cannot bind a future Board, a resolution granting McBride's leave of absence with pay for the 2020-2021 and 2021-2022 school years shall be placed on the agenda for approval at the January 2020 and January 2021 reorganization meeting, respectively. If the paid leave of absence is approved, the Board shall also ratify the parties'

Agreement which shall be in effect for the school year in which a paid leave of absence was granted. In the event that a resolution is not passed at the January 2020 and/or January 2021 reorganization meeting, the Association has the right to request that McBride be granted an unpaid leave of absence for the 2020-2021 school year and/or 2021-2022 school year, whichever may be applicable. All pension contributions shall be paid by the Board during McBride's paid leaves of absence. While on a leave of absence, McBride retains her tenure and seniority rights in the Glen Rock School District and shall be entitled to reemployment upon the conclusion of her leave of absence in accordance with her tenure and seniority rights.

2. McBride shall be paid a salary of \$89,638.00 for the 2019-2020 school year which represents step 20 of the BA salary guide. If the leave of absence with pay is approved for the 2020-2021 school year, McBride shall be paid a salary of \$90,138.00 which represents step 20 of the BA salary guide. If the leave of absence with pay is approved for the 2021-2022 school year, McBride shall be paid the salary established for step 20 or the step that a teacher previously on step 20 would be placed on the salary guide in the successor collective negotiations agreement for the 2021-2022 school year. McBride's salary shall be subject to applicable federal and state taxes, insurance contributions, union dues and any loan payments.

3. During her paid leave of absence, McBride shall receive medical insurance in accordance with Article 8.0 of the parties' Agreement, subject to the insurance contributions required by P.L. 2011, chapter 78 and the parties' Agreement. McBride shall not be entitled to any other benefits provided by the parties' Agreement. After the conclusion of her leaves of absence, McBride shall retain her tenure and seniority in the District and all days in her accumulated sick bank shall be retained for future use.

4. The Association shall reimburse the Board for all salary, insurance premiums and employer's contributions for social security, medicare and other payments that is required by law. The School Business Administrator shall provide the Association and the Bergen County Education Association with written notice of the amount of the contributions for each school year no later than July 31. Payments shall be made to the Board no later than January 15 and June 15 of every school year that she has been granted a paid personal leave of absence. It is the parties' understanding that reimbursement may be made directly to the Board from the New Jersey Education Association and/or the Bergen County Education Association.


5. All other provisions in the parties' Agreement that are not affected by the terms of this Side Bar Agreement shall remain in full effect.


6. This Side Bar Agreement does not constitute an acknowledgment by the parties that McBride was entitled by the parties' Agreement to the requested leave of absence. By signing this Side Bar Agreement, the parties agree that the Side Bar Agreement shall not be used by the Association or any person covered by the parties' Agreement as support for any future request nor shall it be used in the negotiations of a successor collective negotiations agreement or in any litigation between the Board and the Association and/or any person covered by the parties' Agreement. Nothing contained herein shall preclude the parties from initiating litigation to enforce the terms of this Side Bar Agreement.

7. The undersigned represents that they have the authority to execute this Agreement on behalf of the respective parties.

WITNESS:

GLEN ROCK BOARD OF EDUCATION


Michael Rinderknecht
Business Administrator/Board
Secretary

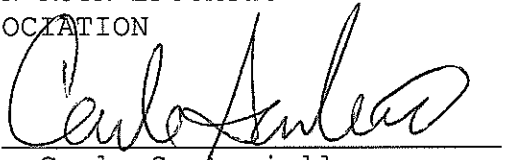
By: 
Sharon Scarpelli
Board President

Dated:

WITNESS:

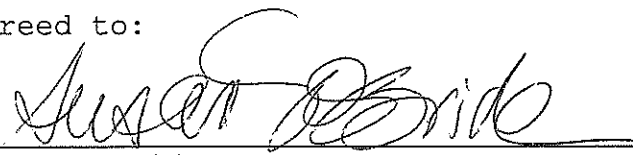
GLEN ROCK EDUCATION
ASSOCIATION



By: 
Carlo Santaniello
President

Dated:

Agreed to:


Susan McBride