

2021 – 2024

AGREEMENT

of

TERMS AND CONDITIONS
OF EMPLOYMENT

between

THE BOARD OF EDUCATION OF THE
VOCATIONAL SCHOOLS IN THE
COUNTY OF BERGEN

and

THE BERGEN COUNTY
VOCATIONAL/TECHNICAL SCHOOLS
PRINCIPALS, VICE PRINCIPALS, AND SUPERVISORS ASSOCIATION

TABLE OF CONTENTS

ARTICLE	PAGE
I. Unit Membership	1
II. Negotiation Procedure	1
III. Association Rights and Privileges	2
IV. Evaluation	2
V. Contract Renewal.....	2
VI. Leaves of Absence	3
VII. Vacation and Holidays.....	4
VIII. School Calendar	7
IX. Transfers of Personnel	7
X. Tuition Reimbursement/Professional Development	7
XI. Insurance Protection.....	7
XII. Use of Automobile.....	8
XIII. Reduction of Personnel	8
XIV. Other Protections	9
XV. Salary and Emoluments	9
XVI. Work Day and Hours	10
XVII. Selection of Personnel.....	11
XVIII. Grievance Procedure	11
XIX. Duration of Agreement	13

ARTICLE I

Unit Membership

In accordance with the New Jersey Employer–Employee Relations Act, N.J.S.A. 34:13A–1 et seq., the Board hereby recognized the Association as the exclusive and sole representative for the collective negotiation concerning the terms and conditions of employment for all certified personnel, whether under contract, on leave, on a per diem basis, employed or to be employed by the Board, including but not limited to Principals, Vice Principals, and Building Supervisors.

Unless otherwise indicated, the term supervisory employee when used hereinafter in this Agreement, shall refer to all professional employees represented by the Association in the above-defined negotiating unit.

ARTICLE II

Negotiation Procedure

The parties agree to enter into collective negotiations over a successor Agreement no later than November 1 and no earlier than October 15 of the year preceding the calendar year in which this Agreement expires.

Neither party shall have control over the selection of the negotiating representatives of the other party. The parties mutually pledge that their representatives shall have all the necessary power and authority to make proposals, consider proposals, and make counter proposals in the course of negotiations.

Except as this Agreement provides all terms and conditions of employment applicable on the effective date of the Agreement shall continue to be so applicable during the terms of this Agreement.

This Agreement incorporates the entire understanding of the parties on all matters that were or could have been the subject of negotiation. During the terms of this Agreement, neither party shall be required to negotiate with respect to any such matter whether or not covered by this Agreement and whether or not within the contemplation of either or both of the parties at the time they negotiated or executed this Agreement.

Both parties agree to be in complete compliance with all aspects of N.J.S.A. 34:13A–1 et seq. And all other Statutes of the State of New Jersey in regards to employment practices, educational procedures and personal rights.

Nothing in this Agreement shall be construed to deny or restrict to any supervisory employee any such rights he shall have under law.

ARTICLE III

Association Rights and Privileges

The Board agrees to furnish to the Association, in response to reasonable written requests from time to time, all available information concerning the financial resources of the district, including but not limited to: annual financial reports and audits, register of certified personnel, tentative budgetary requirements and all allocation, agendas, and minutes of all Board meetings, census data, names and addresses of all administrators and supervisors and such other information that shall assist the Association in developing intelligent, accurate, informed, and constructive programs on behalf of the supervisory employees, together with information which may be necessary for the Association to process any grievance or complaint.

Representatives of the Association shall be permitted to transact official Association business on school property at all reasonable times provided that this shall not interfere with or interrupt normal school operations.

The rights and privileges of the Association and its members shall be granted only to the Association and its members and to no other organization. This is done in accordance with the terms of this Agreement.

ARTICLE IV

Evaluation

An evaluation instrument will be developed by a committee comprised of Association and District Administration Office representatives. Each supervisory employee is entitled to have a response heard and appended to the evaluation report. Procedures shall be consistent with New Jersey Administrative Code and Statutes.

Results of standardized tests used for the evaluation of students shall not be used as a means to evaluate supervisory employees.

ARTICLE V

Contract Renewal

Each non-tenured supervisory employee shall receive written notice prior to May 15 of each year whether or not the Superintendent of Schools, or his/her designee, intends to recommend renewal of contract for the ensuing year.

ARTICLE VI

Leaves of Absence

- A. Sick Leave: Each twelve (12) month supervisory employee shall be entitled to twelve (12) days sick leave per year. For supervisory employees employed for less than twelve (12) months in a school year, sick leave will be pro-rated at the rate of one (1) day per full calendar month of employment from the date of hire, and will be available at the start of employment. Unused days of sick leave shall be accumulated from year to year. All sick leave days earned shall be credited toward retirement policy.

Upon retirement, from the district, and approval of pension payment by the NJ Division of Pensions and Benefits, supervisory employees shall be paid for their unused accumulated sick leave days based on the following formula: $\frac{1}{2}$ accrued number of sick days x per diem salary at time of retirement to a maximum of \$20,000 for sick days accumulated through June 30, 2009.

Employees hired into the position on or after 7/1/09 shall be paid for their unused accumulated sick leave days based on the following formula: $\frac{1}{2}$ accrued number of sick days x per diem salary at the time of retirement to a maximum of \$15,000.

- B. Personal Business or Religious Reasons: Each supervisory employee will receive four (4) personal days per year. For supervisory employees employed less than 12 months in a school year, personal days will be pro-rated from the date of hire according to District practice, and will be available at the start of employment. Leave of absence during school hours for the following reasons will require not further explanation:

Religious
Health problem of a child or spouse
Legal Business
Death of a friend

Personal days requested for such other reasons may not be taken without the prior approval of the Superintendent or his/her designee.

A personal business day cannot be taken during the five (5) days prior to the closing of school in June nor immediately before or after any school holiday or vacation. Exceptions for reasons beyond the control of the employee and acceptable to the Superintendent of Schools may be granted.

- C. Emergency Leave: The Superintendent of Schools may grant to any regularly employed supervisory employee emergency leave each year for the following reasons:

1. Death in the immediate family – four (4) days. Immediate family shall be defined as:
 - Spouse
 - Domestic or Civil Union Partner
 - Children
 - Mother or Father
 - Brothers or Sisters
 - Mother-in-Law or Father-in-Law
 - Grandparents
 - Other relatives, if living in the same domicile at time of death
2. Death of a relative not a member of the immediate family – one (1) day.

Other leaves for personal reasons may be granted by the Superintendent of Schools or his/her designee for good cause.

The policy of the Board to allow supervisory employees to attend State and National conferences as the official representative of the District shall continue. The District shall bear the expenses incurred by the employee participating in such conferences upon recommendation of the Superintendent of Schools or his/her designee.

For tenured supervisory employees a leave of absence without pay or benefits for one (1) year may be granted by the Board. Additional leave with just cause may be granted by the Board for reasons such as, but not limited to, illness, personal tragedy, personal problems, education, legal business.

All requests for extensions or renewals of leave shall be applied for in writing and, if granted, notification by the Board will be in writing prior to April 1.

ARTICLE VII

Vacation and Holidays

Each supervisory employee shall be entitled to twenty-one (21) vacation days per year. Vacation days must be earned before they are available for use. Vacation days earned during a school year (July 1- June 30) accrue for use each July 1st immediately following the school year in which they are earned.

A. VACATION

1. New Hires

A new hire into a unit position may use vacation days “in advance” during the full or partial school year prior to his/her first July 1st vacation accrual. Any vacation days used this way will then be deducted from the number of days the new hire earns during his/her first full or partial school year, and receives at his/her first July 1st vacation accrual.

A new hire may only use up to fifty percent (50%) of the vacation days s/he will receive at his/her first July 1st vacation accrual in this manner.

This vacation flexibility is only available to a unit member during his/her first full or partial year of employment in a unit position.

This vacation flexibility is not available to new unit members hired directly from other district employment that also had vacation entitlement. Those new hires will be allowed to use vacation days they earned during the school year prior to their initial unit employment during their first year of unit employment.

2. Payment Upon Separation

Upon retirement or resignation of the supervisory employee, the employee shall be paid for the balance of earned, unused vacation days at the prevailing per diem salary rate using a denominator of 260. Upon the death of an active supervisory employee, the employee's estate will be paid for earned, unused vacation at the same rate.

3. Use of Vacation

- a. Use of vacation is subject to prior request and approval by the Superintendent or his/her designee. It is agreed that building administrators should be at work when their schools are in session. It is also agreed, however, that supervisory employees should use their earned vacation each year.
- b. Requests for vacation use while schools are in session must be made at least 30 days in advance, except for unusual and unexpected circumstances. A request for vacation use while school is in session must include an acceptable plan for administrative coverage during the requested absence. The Superintendent or his/her designee will respond to each such vacation request within fourteen (14) days, or sooner if need is articulated by the administrator.
- c. Vacation days may not be taken during the five (5) work days immediately prior to the first work day of the teachers' school year. The Superintendent may grant exceptions for unusual and unexpected circumstances.

A maximum of ten (10) vacation days may be banked for an additional use period of one (1) year from the date upon which the original vacation leave would have expired. All regular vacation leave with the above exception must be used within a fourteen (14) month period beginning on July 1 and ending August 31 of the following year. Vacation time may be used by the supervisory employee with the approval of the supervisor.

It is expected that building administrators will be at work when their schools are in session during the ten (10) month school year (September to June). Toward that end, vacations should not be planned during those times. Administrators may, however, request and be approved to use vacation days while their schools are in session under unusual and unexpected circumstances. Requests for such vacation use must be made as much in advance as possible, and must be supported by information (and documentation if applicable) explaining the unusual and unexpected situations. A request for vacation use while an administrator's school is in session must also include an acceptable plan for administrative coverage during the requested absence. The Superintendent or his/her designee will respond to each such vacation request within fourteen (14) days, or sooner if need is articulated by the administrator.

Vacation days may not be taken during the ten (10) work days immediately prior to the first work day of the teachers' school year. The Superintendent may grant exceptions for unusual and unexpected circumstances.

B. HOLIDAYS

The following days shall be considered holidays or days off with pay for all twelve (12) month employees of the bargaining unit. When such holidays fall on a weekend the school calendar shall determine the holiday status. Holidays shall include:

Independence Day	Day following Thanksgiving
Labor Day	Christmas Day
Rosh Hashanah (1 day)	New Years Day
Yom Kippur	Martin Luther King, Jr.'s Birthday
Columbus Day	Lincoln's Birthday
Election Day	Washington's Birthday
Veteran's Day	Good Friday
Thanksgiving Day	Memorial Day

The school offices may remain open during winter or spring vacations. However, each twelve (12) month employee may have three (3) designated days off during the Christmas vacation period and one (1) designated day during the spring vacation period. Such days shall be pre-determined by the Superintendent of Schools or his/her designee and shall not be charged to the vacation days of the supervisory employee.

When students are not in attendance, building coverage will be provided by Principals, Vice Principals, Supervisors, and/or lead staff.

ARTICLE VIII

School Calendar

Representatives of this Association shall participate in the formation of the school calendar prior to its being adopted by the Board of Education.

ARTICLE IX

Transfers of Personnel

No supervisory employee will be transferred without first being consulted and notified of such transfer or change of assignment prior to Board of Education action.

A request for transfer shall be submitted through channels to the supervisory employee's immediate supervisor and submitted to the Superintendent of Schools or his/her designee for endorsement. The Superintendent of Schools or his/her designee shall acknowledge the receipt of the request and schedule an interview with the candidate as soon as possible. After the Board has taken action the supervisory employee shall be informed of the decision in writing.

ARTICLE X

Tuition Reimbursement/Professional Development

The Board, upon recommendation of the Superintendent of Schools or his/her designee, will grant tuition reimbursement to each supervisory employee annually, upon completion of an approved college course(s) leading to a degree or certification, or similar charges for in-service training, dues in professional organizations and mentoring costs associated with the new school leader induction program up to a maximum of \$7,000 annually. Payment will be made upon presentation of an official college transcript or other evidence of satisfactory completion and an official receipt of tuition payment. All claims must be submitted no later than ninety (90) calendar days following the completion of the program.

ARTICLE XI

Insurance Protection

The Board shall provide health benefits insurance through the New Jersey School Employees Health Benefits Program.

All employee contributions towards healthcare coverage will be paid through semi-monthly payroll deductions.

The Board shall pay the premiums minus employee mandated contribution as follows:

1. SEHBP or equivalent
2. SEHBP/NJDPB "Employee Prescription Drug Plan" (the "Standalone Plan")
3. Family Dental/Orthodontics Plan
4. Vision Care Program
5. Disability Coverage (employee only)
6. Long Term Care Insurance Program (employee only) *

*Employees hired into the position after July 1, 2006, will not be eligible for the long-term care.

(NOTE: The Board and the Association agree that prescription benefits will be provided through the SEHBP/NJDPB "Employee Prescription Drug Plan" (the "Standalone Plan") as soon as possible. Until then, prescription benefits will continue to be provided under the same co-pays (i.e., \$5.00) and plan rules as are currently in place.)

The Board will make available to retired administrators the option to participate in the group rate for prescriptions, dental, and vision care plans. This provision will be reviewed annually to determine that there is no additional cost to the Board for this benefit and that the participants will be responsible for the premium and any administrative costs associated with this provision. The retired administrators will submit payment to the Board on a semi-annual basis prior to the billing cycle at the group rate for those plans selected.

ARTICLE XII

Use of Automobile

All members of the Association shall be reimbursed at the rate established by the State of NJ OMB rate when they are required to use their own vehicles in the performance of their duties.

ARTICLE XIII

Reduction of Personnel

There shall be no reduction in Administrative staff except for good cause. In the event of said reduction, every attempt will be made to place this person in a professional position within the district. All reductions must be consistent with New Jersey Administrative Code.

ARTICLE XIV

Other Protections

In the event an emergency situation arises that is not covered by written policy, the supervisory employee shall have the authority to make whatever decision that is necessary for the safety and welfare of the students.

The Board shall give full support, including legal and other assistance, for any assault upon the supervisory employee while acting on the discharge of his/her duties.

When absence arises from such assault or injury, the Board will continue salary and grant a leave without deducting such time from the accumulated sick or personal leave time due the supervisory employee. The Board shall be responsible for the reimbursement to the supervisory employee for the reasonable cost of personal property or clothing damaged in said performances of duties as well as medical services required.

ARTICLE XV

Salary and Emoluments

A. Salary: The parties have agreed that a total increase of 10.2% will be distributed across the three (3) school years covered by this Agreement in the amount of 3.4% per school year applied to the prior school year's base salary of each eligible Association member.

Any Association member who changes from one Association-represented position to another during the term of this Agreement will not have an annual increase from this Agreement applied to her/his individually negotiated annual salary for her/his new position in the first school year s/he holds the new position. Said Association member will have an annual increase from this Agreement applied to her/his base salary for her/his new position in any subsequent school year(s) covered by this Agreement (except as noted below with regard to anniversary date of employment and entitlement to increment).

Individual salary increases are made each year upon recommendation of the Superintendent and approval of the BOE.

Individuals employed in any of the Association positions listed below will not be employed at salaries less than the corresponding salaries shown:

Supervisor:	\$110,000
Vice Principal:	\$125,000
Principal:	\$145,000

An employee whose anniversary date of employment occurs on or before December 31 of any year shall be deemed to have been employed for a year as of July 1 for that school year and be entitled to a full increment.

An employee whose anniversary date of employment occurs January 1 or thereafter of any year shall not be deemed to have been employed for that school year but rather the following July 1 and as of that date, be entitled to a full increment.

Staff hired before July 1, 2015, 10-years' service, \$2,500; 20-years' service, \$1,500 (additional).

Staff hired on or after July 1, 2015, after 10-years continuous service, \$2,500; after 20 years continuous service, \$1,500 (additional). Longevity amounts will be added to the base salary after yearly increase is calculated.

Persons holding a doctorate degree, or upon achieving a doctorate degree in the future, shall receive a one-time payment of \$1,500. The doctorate must be in the field of education or an educational related field as determined by the Superintendent.

- B) Withholding of Increment: It shall be clearly understood by both parties that the salary increases are not automatic. The Board reserves the right to withhold all increments for inefficiency or other good cause. All actions regarding the withholding of an increment shall be in accordance with due process as prescribed by statute and Board policy.

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- C) Personal Computer: A personal computer and printer will be provided for home use to perform school business.

Agreement can be found online at www.bergen.org website.

ARTICLE XVI

Work Day and Hours

The effective and efficient operation of the schools is the responsibility of the building Principals, Vice Principals and Supervisors. The assignment of administrators, faculty and support staff to achieve this goal shall be in accordance with the Board's organizational chart and job descriptions. Due to the nature of their positions, the work day for building administrators shall be flexible and fluid.

There is an expectation that when school is in session and students are in attendance, building administrators will be on-site except when participating in school-or-work related activities including, but not limited to, off-site meetings, professional development workshops and interschool visitations. When such events occur, an administrator leaving the school shall inform the building secretary and make every effort to be available by telephone. Building administrators who will be off-site during the school day shall also give the administrator-in-charge of the building as much advance notice as possible.

Building Principals, Vice Principals and Supervisors shall promote a positive image of their schools by supporting evening and extracurricular activities including, but not limited to, Back-to-School Night, concerts and award presentations.

Each twelve (12) month supervisory employee shall work no more than forty (40) hours total per week from September through June when students are in attendance, and no more than thirty-five (35) hours per work week from July 1 through August 31 and school vacation days when students are not in attendance. However, each twelve (12) month supervisory employee may be required to work additional hours with no additional remuneration for such occasions as, but not to be limited to, open house, back-to-school night, graduation, extended year, etc.

Staff hired into the position on or after July 1, 2012, shall work a 5-day work week the entire year.

Work year is defined as July 1 through June 30 of the following year, with the exception of holidays and vacation time.

ARTICLE XVII

Selection of Personnel

The principal or his/her designee shall make recommendations to the District Administration for appointment of professional personnel to their building. All such personnel are directly responsible to the Principal or his/her designee. However, custodial personnel shall be jointly responsible to the Custodial and Maintenance Manager and the Building Administrator.

ARTICLE XVIII

Grievance Procedure

- A) **Definition:** The term grievance means a complaint or claim that there has been an improper application, interpretation or violation of any term or provision of this contract or administrative decisions affecting a member or group of members.

B) Procedure:

1. Filing a Grievance: A grievance may be filed by an individual member, a group of members, or by the Association, either in its own group of members, or by the Association, either in its own name or as the representative of a group or class whose individual signatures shall not be necessary. Any grievance must be lodged at the proper initiating level within thirty (30) calendar days of the happening of the event.
2. Failure to Communicate a Decision: Failure at any step to communicate the decision on a grievance within a specified time limitation shall constitute acceptance of a grievance as sustained. Failure to appeal within the specified time limitations from an answer which is unsatisfactory shall be deemed to constitute an acceptance of such response as dispositive.
3. Informal Attempt to Resolve: An individual supervisory employee who has a grievance shall discuss it first with his/her immediate supervisor in an attempt to resolve the matter informally. However, if the grievant is the Association, the initial discussion shall be at the level of the Assistant Superintendent, or his/her designee; and, in such event, if the problem is not resolved to the satisfaction of the Association within ten (10) work days after the conclusion of the discussion, the procedures prescribed in the subsections of this Section B shall become applicable.
4. Level One—Immediate Superior: If, as a result of the discussion, the matter is not resolved to the satisfaction of the grievant within five (5) work days, he/she shall set forth the grievance in writing to the immediate superior specifying:
 - a) The nature of the grievance;
 - b) The nature and extent of the injury, loss or inconvenience;
 - c) The result of the previous discussion;
 - d) The dissatisfaction with decisions previously communicated, the decision to the grievant in writing within ten (10) working days of receipt of the written grievance.
5. Level Two—Superintendent of Schools or his/her designee: The grievant, no later than five (5) work days after receipt of the immediate superior's decision, may appeal this decision to the Superintendent of Schools. The appeal to the Superintendent of Schools must be made in writing reciting the matter submitted to the immediate superior, as specified above, and his/her dissatisfaction with the decisions previously rendered. The Superintendent of Schools shall attempt to resolve the matter as quickly as possible, but within a period not to exceed fifteen (15) workdays. The Superintendent of Schools shall communicate his decision in writing to the grievant and the immediate superior.

6. Level Three—Board of Education: If the grievance is not resolved to the grievant's satisfaction, he/she, no later than five (5) work days after the receipt of the Superintendent's decision, may request a review by the Board of Education, who may hear the grievance as long as a quorum exists. The request shall be submitted in writing through the Superintendent of Schools, who shall attach all related papers and forward the request to the Board of Education. The Board, or a committee thereof, shall review the grievance and shall, at the option of the Board, hold a hearing with the grievant and render a decision in writing within thirty-five (35) calendar days of receipt of the grievance by the Board.

7. Right to Representation: Rights of supervisory employees to representation shall be as follows: Any grievant may be represented at all stages of the grievance procedure by himself/herself, or, at their option, by a representative and/or attorney. When a grievant is not represented by the Association in the processing of a grievance, the Association shall, at the time of submission of the grievance to the Superintendent of Schools or his/her designee or at any later level, be notified that the grievance is in process and have the right to be present and present its position in writing at all hearing sessions held concerning the grievance, and shall receive a copy of all decisions rendered.

The Board and the Association shall assure the individual freedom from restraint, interference, coercion, discrimination, or reprisal in presenting the appeal with respect to his/her personal grievances.

8. Separate Grievance File: All documents, communications and records dealing with the process of a grievance shall be filed in a separate grievance file and shall not be kept in the personnel file of any of the participants.

9. Meetings and Hearings: No meetings or hearings conducted under this procedure shall be public. The only parties in attendance shall be the parties in interest and the designated or selected representatives contemplated in this article.

ARTICLE XIX

Duration of Agreement

This Agreement shall be effective as of July 1, 2021 and shall continue in effect until June 30, 2024 subject to the Association's right to negotiate for a successor Agreement as provided in Article II of this Agreement. This shall not be in the absence of a mutual agreement to extend; it is expressly understood that this Agreement shall expire on the date indicated

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed by their respective Presidents, attested by their respective secretaries on the date indicated.

**THE BOARD OF EDUCATION OF THE VOCATIONAL SCHOOLS
IN THE COUNTY OF BERGEN**

William Connelly, Board President

John Susino, Board Secretary

February 22, 2022

**THE BERGEN COUNTY TECHNICAL SCHOOLS, PRINCIPALS, VICE PRINCIPALS,
AND SUPERVISORS ASSOCIATION**

Melanie Alston-Balaputra, President

Rosario Cabanilla Alves, Corresponding Secretary

February 22, 2022

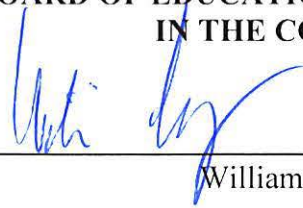
ARTICLE XX

Duration of Agreement

This Agreement shall be effective as of July 1, 2021 and shall continue in effect until June 30, 2024 subject to the Association's right to negotiate for a successor Agreement as provided in Article II of this Agreement. This shall not be in the absence of a mutual agreement to extend; it is expressly understood that this Agreement shall expire on the date indicated.

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**THE BOARD OF EDUCATION OF THE VOCATIONAL SCHOOLS
IN THE COUNTY OF BERGEN**



William Connelly, President



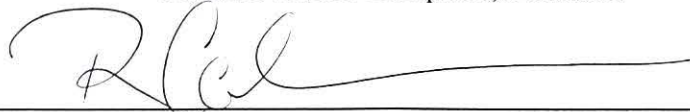
John Susino, Board Secretary

February 22, 2022

**THE BERGEN COUNTY TECHNICAL SCHOOLS, PRINCIPALS, VICE PRINCIPALS,
AND SUPERVISORS ASSOCIATION**



Melanie Alston-Balaputra, President



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February 22, 2022