

CONTRACT AGREEMENT

Between The

SCHOOL DISTRICT OF JERSEY CITY

OF THE CITY OF JERSEY CITY

AND

ADMINISTRATORS AND
SUPERVISORS ASSOCIATION
OF THE
JERSEY CITY SCHOOL SYSTEM

Covering the period of
September 1, 2019
through
August 31, 2023

ARTICLE I RECOGNITION

A. The District hereby recognizes the Association as the exclusive and sole bargaining representative for all personnel in the bargaining unit as follows:

Directors
Supervisors
Principals
Vice/Assistant Principals

B. All other individuals employed by the Board not specifically enumerated are excluded from the bargaining unit.

ARTICLE 2 SUCCESSOR AGREEMENT

The parties agree to enter into collective negotiations over a successor Agreement in accordance with the requirement of Chapter 123, Public Laws of 1974.

ARTICLE 3 ASSOCIATION RIGHTS AND RESPONSIBILITIES

A. All responsibilities, duties, prerogatives, and privileges theretofore exercised and enjoyed by administrators and not specifically restricted from them or assigned to other parties are understood to be continued as tradition has dictated unless otherwise precluded as a matter of law.

B. If the increment of an administrator is withheld, the administrator shall have the right to request a review after two (2) years of performance for the prospective restoration of the increment. The request shall be in writing and must be received by the Board by July 15th of the second year following withholding. A response shall be provided by the District by the following September 1st. The Board or his/her designee shall review the two (2) year performance of the administrator. If the administrator's performance has been fully improved to a level of acceptable or better in all areas, the increment may be restored prospectively at the sole discretion of the Board or designee. The Board or designee shall retain the discretion to restore the increment sooner. A denial shall not be subject to the grievance procedure.

C. Whenever any administrator is required to appear before the Superintendent or Board, concerning any matter which could adversely affect the continuation of that Administrator in office, position or employment or the salary or any increments pertaining thereto, then the administrator shall be given prior notice of the reasons for such meeting or interview. Upon request by the administrator, the administrator shall be permitted to have a representative of the Association present to advise and represent the administrator during such meeting or interview.

Continuing Dues Deduction Authorization: I hereby request and authorize the Disbursing Officer of the above School District to deduct from my earnings, until notified of termination, an amount required for current year membership dues and such amounts as may be required for dues in each subsequent year, all as certified by said organizations; such amounts to be paid to such persons as may from time to time be designated by the local Association. This authorization may only be terminated by prior written notice from me effective January 1st or July 1st of any year. Upon termination of employment the Disbursing Officer shall deduct any remaining amount due of the current school year. I waive all rights and claims for monies so deducted and transmitted and relieve the School District and its officers from any liability thereof.

C. The A.S.A.J.C. shall certify to the School District, in writing, the current amount of the membership dues for the Association referred to in A above.

D. Deductions referred to in this section shall be made on the 1st and 16th day of each month, subject to reasonable modification by the District in the event the 1st or 16th falls on a weekend or a non-school day. The School District shall not be required to honor, for any deduction, authorizations that are delivered to it later than one (1) week prior to the distribution of payroll from which the deductions are to be made.

E. No later than September 30th of each school year, the School District shall provide the Administrators and Supervisors Association of Jersey City with a list of those employees who have voluntarily authorized the School District to deduct dues. An administrator may withdraw authorization for deductions previously authorized by filing with the District's disbursing officer a notice of withdrawal. The notice of withdrawal shall be effective to halt deductions as of January 1 or July 1 next succeeding the date on which notice of withdrawal is filed.

F. In the event the Association determines to establish an agency shop or representation fee system, the parties shall meet and negotiate the procedures for the Board to deduct from the salaries of the administrators who have not become members of the Association the aforesaid representation fee. The Association agrees to comply with the requirements of N.J.S.A. 34:13A-5.6 to -5.9 and regulations of the Public Employment Relations Commission with regard to such agency shop fee system and to indemnify and hold the Board harmless against any liability, including legal costs, that may arise by reason of any action taken by the Board in complying with the provisions of this Article and agreed-upon procedures.

G. The Association agrees to indemnify and hold harmless the Employer for any causes of action, claims, loss or damages incurred as a result of this clause.

ARTICLE 5 DISTRICT RIGHTS

The Board hereby retains and reserves unto itself all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and the Constitution of the State of New Jersey and of the United States, including all decisional law and rules and regulations of the State Department of Education and Commissioner of Education of the State of New Jersey, including, but

B. Purpose

Any administrator shall have the right to present his/her grievance through the steps described in the following paragraphs with assured freedom from restraint, interference, coercion, discrimination, or reprisal. He/she shall have the right to present his/her own appeal or to designate another person or persons to appear with him/her or for him/her at any step in his/her appeal.

C Procedures

1. STEP I: Any administrator who has a grievance shall first advise his/her immediate superior in writing of its existence within twenty (20) work days after its occurrence. The writing shall indicate that STEP I of the grievance procedure has been initiated. The superior shall meet with the administrator within five (5) work days in an attempt to resolve the grievance at this level. Within five (5) work days after the discussion, the superior shall orally make known his/her decision to the administrator.

2. STEP II: If the grievance is not resolved to the satisfaction of the administrator at the level of Step I, the administrator may appeal no later than seven (7) calendar days after the decision at Step I to the Human Resources Department in a written statement setting forth details and grounds on which the grievance is based and attaching all pertinent documents. This statement shall include the remedy being sought.

At the Human Resources Department's discretion, there shall be a conference with the parties. The conference shall be held within ten (10) work days of receipt at Step II of the grievance. The Human Resources Department shall render a written decision within twenty (20) work days of the receipt of the grievance or of the conference whichever is later.

3. A grievance which remains unresolved to the satisfaction of the Association after a decision has been rendered by the District may be submitted to arbitration within ten (10) calendar days following receipt of the District's decision. The arbitrator shall be chosen from a list of ten names provided by the Public Employment Relations Commission. Arbitration shall begin as quickly as is possible, dependent upon the availability of an arbitrator. The decision of the arbitrator shall be binding on all parties. Copies of the arbitrator's decision shall be sent to: (1) the aggrieved or his/her representative, (2) the District, and (3) the Superintendent. The cost of arbitration shall be paid by the unsuccessful party.

4. The arbitrator shall be without power to alter, amend or modify the terms of this Agreement. In addition, the arbitrator shall be without the power or authority to make any decision which requires the commission of an act prohibited by law or which is violative of the terms of this Agreement. In formulating his/her decision, the arbitrator shall adhere to the statutory law of New Jersey and to pertinent decisions of the Commissioner of Education, the State Board of Education, the Public Employment Relations Commission and the Courts.

5. Failure to proceed to the next step within the prescribed time limits shall be deemed to be an acceptance of the decision rendered at that step.

D. Miscellaneous

b. To the extent possible, any administrator involved in an involuntary transfer is free to use the provisions of the Grievance Procedures if he/she is dissatisfied with the reasons given.

ARTICLE 8 PROMOTIONS

A. The administrative and supervisory positions covered by this Agreement shall be filled pursuant to this Article.

B. 1. Vacancies to be filled shall be adequately publicized through the use of the District's intranet system.

2. All notices of such vacancies shall clearly set forth qualifications for and the duties of the position.

3. Vacancies and positions shall be filled without regard to race, age, creed, color, religion, nationality, sex, gender identity, sexual orientation, pregnancy, physical handicap, genetic information or marital status.

4. Any employee working in a position which calls for a higher rate of pay than the affected employee's title, shall receive such higher rate of pay during his/her tour of duty in the higher paying position provided he/she works in such higher paying position for at least thirty (30) consecutive working days, excluding weekends or holidays, and in that event he/she shall receive the higher rate of pay retroactively to the first day.

5. Assignment to programs outside of the normal school hours (evening programs, after school programs, weekend programs, etc.) shall be open to all appropriately certified personnel. Selection shall be based on proven ability in related areas.

ARTICLE 9 ADMINISTRATIVE POSITIONS AND STRUCTURE

A. The Association shares, along with the Superintendent, significant responsibility for the mutual professional improvement of the Jersey City Schools. Therefore, in order to insure and maintain satisfactory channels of communication between the Association and the Superintendent as a necessary requisite to fulfilling the above responsibility and inasmuch as decisions affecting the creation, change or abolishment of administrative positions and structure may relate to the provisions of this contract, it shall be the responsibility of the Superintendent to make appropriate decisions. The Superintendent shall make decisions concerning the creation, change, or abolishment of any administrative position, as defined by the criteria for inclusion in the bargaining unit including those administrative positions designated, as "acting." The Superintendent shall notify the Association President of any such decisions prior to public announcement of same. The Association President shall keep such information confidential until publicly announced by the Superintendent.

A. Administrators shall be represented by membership on district committees dealing with educational matters, such as curriculum revision, authorized textbook list, etc., and significant matters affecting the schools, staff morale, working conditions and other issues pertinent to the implementation of this contract.

B. The President of the Association shall have the right to appoint such representatives.

ARTICLE 14 MEETINGS OF ADMINISTRATORS AND SUPERVISORY STAFF

A. Administrators shall be required to attend meetings as reasonably necessary but no more than once a week. Such meetings should not exceed normal working hours.

The Superintendent and/or the Deputy Superintendent shall have the right to call meetings in addition to those listed above on an emergency basis with no requirement for extra compensation for those required to attend.

ARTICLE 15 DUTY ASSIGNMENTS

A. The District shall strive towards equalization of duty assignment of all administrative and supervisory personnel.

B. Regularly appointed administrators who are not under tenure shall be notified of their employment status for the ensuing school year in the time established by law.

ARTICLE 16 MESSENGER SERVICE

The school District shall maintain an intra-system messenger service which will provide a routine pickup and delivery service to each school.

ARTICLE 17 TRAVEL REIMBURSEMENT

A. All Directors and Supervisors who engage in intra-district travel as part of their official District job duties shall in accordance with N.J.A.C. 6A:23A-7.1.

B. Travel reimbursement shall be paid only upon compliance with the District's procedures and approval requirements. Requests for travel after the completion of the travel event will not be approved or ratified.

ARTICLE 18 SICK DAYS

Method of Calculation: Record of no absences during the entire work year. * *The only excused absence are death in immediate family, jury duty, and approved professional day.*

Incentive: \$1,000.00 - The bonus will be split in two parts, \$500.00 for the first period from the beginning of the work year through January 31st, and \$500.00 for the period from February 1st through the end of the year.

ARTICLE 22 SICK LEAVE

A. The procedure to be followed for illness requiring a leave of absence is as follows:

1. Employees who are absent five (5) consecutive school days must submit a leave form. Leave forms will be distributed to all employees at the beginning of the school year, will be readily available in the administrative office of the school, and will be accessible on the District website. The leave form must be completed and signed by a physician and the employee and sent to the Office of Human Resources by Certified Mail/Return Receipt Requested or via email. The leave form must be received by the District within three (3) working days of the sixth consecutive day of absence.
2. If completed personal illness leave of absence form is not received within the eight (8) working days period, then the Department of Human Resources should send a certified letter indicating failure to comply.
3. If no response to the letter is received within five (5) working days, the employee's paycheck may be withheld pending disposition of illness leave by the Human Resources Department.

B. Permissive Sick Leave: If an employee is already on or eligible for an approved medical leave and exhausts all personal illness days, the employee may apply in writing to the Human Resources Department for permissive sick leave. Human Resources and the Superintendent will review the request. Said leave will only be granted with the approval of the Board of Education.

The time allotted for permissive sick leave is equal to one day for each year that the employee has completed with the District. It can be used once in a school year and twice in a career.

If an employee has not used his/her entire permissive leave in a school year, he/she may request the Superintendent, in writing, to apply the unused days within that school year (to June 30th), to new illness leave (five (5) days or more) if such is necessary, prior to expiration of that current school year. Said leave will only be granted upon the recommendation of the Superintendent and approval of the Board of Education.

In the event of the death of an active faculty member, an administrator shall be excused for a portion of the day to allow the administrator to attend services.

C. **ABSENCE BY REASON OF COURT ORDER:** An administrator absent in compliance with a court order, subpoena or summons shall not suffer deductions in pay for such absence provided the court order, subpoena or summons arises out of the course of the administrator's employment with the District and further is not the result of any action by the District against the administrator, nor the result of any lawsuit brought by the administrator against the District. Provided further that an administrator shall not suffer a deduction in pay by reason of court order, subpoena or summons in the case of an administrator appearing as a witness to a felony in a criminal proceeding provided the administrator is not a defendant. Provided further the administrator shall not suffer a deduction in pay by reason of a court order, subpoena or summons in the case of an administrator appearing as a witness in a civil proceeding in which the administrator is neither a plaintiff nor defendant nor has any relationship, business, social, membership or family relationship with any party; provided also that the administrator has no interest, direct, or indirect, in the outcome of the litigation. Provided further that said administrator is served with a summons, court order, or subpoena and evidence of such service is supplied to his/her immediate supervisor and the absence is approved by the Superintendent of Schools. To the extent possible, the Administrator will notify his/her immediate supervisor at least one (1) week prior to appearance.

D. **REPORT OF ABSENCE:** An administrator who is absent from duty because of personal illness, death in the family, death of a relative or compliance with the requirements of a court order shall notify his/her immediate supervisor as early as possible, and such notification shall be given in advance. An administrator who is absent from duty for any other reason shall first secure permission from the Superintendent through the immediate supervisor.

1. The administrator shall, in reporting absence for personal illness, communicate to the immediate supervisor the probable duration of the illness.

2. Administrators absent for any period of five (5) days or less must on return, complete, sign and file with the immediate supervisor, on forms to be provided by the School District, a personal certificate as to the necessity of the absence.

E. **NOTIFICATION OF RETURN AFTER ABSENCE:** An administrator who has been absent for two (2) days or more shall, before the end of the work day prior to his/her return, notify the immediate supervisor of his/her expected return.

ARTICLE 24 CONSULTATION WITH ASSOCIATION

A. The Association will be consulted in the development of all major or significant administrative policies and procedures.

B. Upon request by the Association, a committee consisting of representatives of the Association and the Superintendent's office will be established to review staff patterns

These hours may extend from 8:00 A.M to 4:30 P.M., inclusive of a 30-minute lunch, no more than 5 times a month for a meeting with his/her immediate supervisor and/or the Superintendent's leadership team. These meetings will be held Monday through Thursday only.

Supervisors assigned to cover a School Building shall work the same hours as the Building Administrator assigned to the same building.

E. As professionals, the administrators shall devote sufficient time to achieve the educational goals and mission of the School District. With respect to hours, this shall mean that the administrators shall report to their assignments at a reasonable time prior to the staff arrival and remain a reasonable time after the staff departure.

The work day for Principals, Vice Principals and Assistant Principals shall be as follows:

Elementary:	7:45 A.M. – 3:55 P.M.
High School:	7:45 A.M. – 4:10 P.M.

Administrators shall insure administrative coverage for school related activities.

Additionally, any additional time provided pursuant to past practice shall be continued.

If the administrators' in-school work hours are increased further, the District shall negotiate the impact on the unit.

F. New administrators shall be required to attend one additional day for orientation in addition to the regular work year.

ARTICLE 26

PAYMENT OF SALARY CHECKS

A. All members of the bargaining unit shall receive two (2) salary checks every month for twelve months. Such checks are to be received, through direct deposit, by the Administrator by the 1st and the 16th. In the event the 1st or 16th falls on a weekend or a non-school day such check shall be received, through direct deposit, by the Administrator by the last school day prior to such weekend or non-school day.

B. Salary checks for all employees shall be paid through direct deposit.

C. All members of the bargaining unit shall receive an annual letter by September 1st of each year advising them of their salary for the upcoming school year.

B. LEAVE OF ABSENCE FOR REST AND RECUPERATION: A leave of absence for the purpose of rest and recuperation may be granted at the discretion of the Superintendent to any administrator who has performed continuous and satisfactory service in the public schools of Jersey City for at least fifteen (15) years. No administrator may apply for another such leave unless ten (10) years has passed since the previous leave taken. The number of administrators eligible for leave for rest and recuperation shall be limited to two (2) each work year. The School District shall not arbitrarily deny requests under this Article.

An administrator to whom this leave of absence is granted shall be eligible for promotion in salary as if on active duty.

C. COMPENSATION DURING LEAVE FOR STUDY OR FOR REST AND RECUPERATION: An administrator absent on leave for study or rest and recuperation shall receive, as compensation, one-half (1/2) of his/her monthly salary for each month during the continuance of such leave.

This compensation shall be paid in the same manner at the same time as salaries are paid to other administrators.

D. LENGTH OF AND TIME OF BEGINNING LEAVE FOR STUDY OR REST AND RECUPERATION: A leave of absence for study or for rest and recuperation granted under this rule shall be for a period of twelve (12) months beginning September 1st. Administrators on such leave may request cancellation of such leave at any time and their reinstatement shall be at the sole discretion of the Superintendent.

E. TIME OF APPLICATION FOR LEAVE FOR STUDY OR FOR REST AND RECUPERATION: Applications for leave of absence for rest and recuperation should be presented to the Superintendent at least three (3) months before the beginning of the desired leave. Applications for leave of absence for study should be presented to the Superintendent at least four (4) months before the beginning of the desired leave. The applicant shall sign a contract to serve in the District for at least two (2) years after the expiration of a leave and if circumstances prevent the fulfillment of this obligation the administrator shall reimburse the School District in direct proportion to the unfilled time except in case of death or permanent disability. The Superintendent shall report these applications to the School Board at its next meeting.

F. USE OF LEAVE FOR STUDY OR REST AND RECUPERATION: The Superintendent shall require all administrators to whom leaves of absence are granted for study or rest and recuperation under these rules to carry out fully all the details of the program of study presented in the application for leave, or to devote themselves to the purpose of rest and recuperation, and to refrain from engaging in any remunerative occupation during the continuance of the leave of absence. Tuition grants, scholarships, grants-in-aid, Federal Government grants or stipends, etc., shall not be considered as remuneration. Administrators on leave of absence for study shall present to the Superintendent, at such time as he/she may require, certificates signed by the proper authorities, of the beginning, continuance and completion of the course of study chosen.

Flex Spending Plan: A flexible spending plan will be available.

Optical Plan: A family optical plan will be provided.

Employee Contributions:

From September 1, 2019 until August 31, 2023, All existing coverage (NJ Direct Access 10) will remain in effect and members contribution shall be the following:

Family coverage:	5% of base salary
Member and spouse or child	4% of base salary
Member only	3% of base salary

Medical and prescription co-pays shall increase by \$5.00.

DURATION

The provisions of this Agreement shall be effective September 1, 2019 through August 31, 2023.

SALARY GUIDELINES

2019-2020: Administrative salary guide shall be frozen; Administrative Work Year shall be 206 days (excluding Directors); District longevity stays in effect;

2020-2021: All Administrators shall move one step on the salary guide; Administrative Work Year shall be 206 days (excluding Directors); District longevity stays in effect;

2021-2022: Administrative salary guide shall be frozen; Administrative work year shall be 203 days (excluding Directors); Administrative longevity takes effect and runs concurrently with District longevity; District and administrative longevities remain in effect;

2022-2023: All Administrators shall move one step on the salary guide; Administrative Work Year shall be 203 days (excluding Directors); District and administrative longevities remain in effect.

SALARY GUIDES

1. Stipends and longevity pay (delineated elsewhere in the contract) are in addition to the above rates.
2. The Board retains the right to determine the initial salary of new hires within these guides.
3. Degree differentials are evidenced in the guides and are as follows:

MA+32 RATE=MA RATE+	\$3,300	\$3,300	\$3,300
PhD RATE=MA RATE+	\$6,600	\$6,600	\$6,600

Supervisors	2019-2020	2020-2021	2021-2022	2022-2023	MA+32	Doct	Increments
Step					+3300	+3300	
1	108500	108500	108500	108500	111,800	115,100	
2	112000	112000	112000	112000	115,300	118,600	3500
3	116500	116500	116500	116500	119,800	123,100	4500
4	121000	121000	121000	121000	124,300	127,600	4500
5	125500	125500	125500	125500	128,800	132,100	4500
6	130000	130000	130000	130000	133,300	136,600	4500
7	134500	134500	134500	134500	137,800	141,100	4500
8	139000	139000	139000	139000	142,300	145,600	4500
9	142900	142900	142900	142900	146,200	149,500	3900

**JERSEY CITY BOARD OF EDUCATION
AND
JERSEY CITY ADMINISTRATORS AND SUPERVISORS ASSOCIATION
2023-2026**

**MEMORANDUM OF AGREEMENT
September 19, 2023**

The Jersey City Board of Education ("Board") and the Jersey City Administrators and Supervisors Association ("Association") hereby agree to incorporate all terms and conditions of the Collective Bargaining Agreement that expires on August 31, 2023, into the successor Collective Bargaining Agreement except for the modifications set forth below. The parties acknowledge that these terms and conditions are subject to ratification by their respective memberships. The parties agree to recommend these terms and conditions to their respective constituents for ratification.

TERM OF CONTRACT – Article 27

The term of the contract is 3 years: July 1, 2023 through June 30, 2026.

Year 1 – 3% for all members

Year 2 – 3% for members who work 203 days

\$16,368 for 12 month members (Principals and Directors)

Year 3 – 3 % for all members

Effective 7/1/2024, the collective bargaining agreement will be effective from July 1st through June 30th.

ARTICLE 25 - Work Year

Section A. Delete and replace with the following:

1. For the 2023-2024 school year, the work year of the title of Director shall be a 12 month position. (The remainder of this paragraph remains the same.)
2. Commencing on July 1, 2024, Directors and Principals shall be 12 month employees. Their work year shall be 225 days.
3. Vacation:
 - a. Commencing on July 1, 2024, Directors and Principals shall receive 25 vacation days per year. Directors and Principals may cash out five (5) unused vacation days at their per diem rate of 1/225 at the end of the school year. Employees must notify the Business Office no later than June 1st if they wish to cash out any vacation days.
 - b. Twelve month employees shall notify the Superintendent of Schools or her designee by June 1st if they plan to take vacation during the summer.
 - c. Twelve month employees may take vacation during the school year with the following limitations:
 - No vacation days may be taken during the last five (5) weekdays after the last day of the school.

- No vacation days may be taken during the ten (10) weekdays prior to the start of the new school year.
- No vacation days may be taken during the period of State-mandated testing.
- Vacation during the school year shall be no more than two (2) consecutive weeks. Any request for vacation that is longer than 2 consecutive weeks requires express approval of the Superintendent of Schools or her designee.

- d. Credit days: On days when the schools are closed for a full day but the Central Office is open, the 12 month employees shall be given personal time off in an amount equivalent to one-half (0.5) of a personal day for each day the schools are closed. Such leave time may be banked for later use by the 12 month employee until the end of the school year in which the school closure(s) occurred and shall convert to a personal illness day if not used by such time.

Section B. Delete and replace with the following: The work year of all other positions represented by the Association shall be two hundred and three (203) days. Six (6) of these days shall be flexible. (The remainder of this section B remains the same.)

Section C. Delete \$45 per hour and replace with \$60 per hour.

ARTICLE 27 - Longevity

Revise as follows:

Years of Service	2023-2026
16	\$1,000 (No change)
20	\$2,000
25	\$2,100
30	\$2,100
35	\$2,100

ARTICLE 30 Tuition

Effective 9/1/2023, tuition reimbursement shall be calculated as 0.30% of the annual agreed upon scattergram on September 1st each year. Example: 2023 scattergram = \$18,395,500 x 0.30% = \$55,186.

ARTICLE 31 Health Benefits

Insurance Opt Outs - Effective 7/1/2024, there shall be no further payment for opting out of health insurance.

SALARY GUIDELINES:

Delete the entire section.

SALARY GUIDES:

Revise as follows:

Degree Differentials

MA+32 at \$4,000 in each year of the contract
EdD or PhD at \$8,000 in each year of the contract

(A)
mg
BES

Add new Article – Miscellaneous

All members of the bargaining unit shall use their identification cards to swipe their entry and exit of buildings throughout the day every work day. *lw.*

- Salary guides were mutually developed by the parties and are attached.
- All other proposals not incorporated herein shall be deemed withdrawn by the party who submitted such proposal.
- All parties agree to recommend for ratification the terms and conditions contained herein to their respective constituents.
- All other terms and conditions not contained herein shall remain status quo.
- A duplicate of this memorandum has been furnished to and received by representatives of the parties. This agreement consists of 3 pages.

FOR THE BOARD:

Rafael G. Sanchez, Esq.
L. Gutierrez, Esq.
James A. Schaeffer
James V. [Signature]

FOR THE ASSOCIATION:

Shelley May
Courtney Campbell
[Signature]
Joseph Bernero NUPSA

Sept 1, 2023 - June 30, 2026

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PSA Salary Guides

Sept 1, 2023 - June 30, 2026

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