

Agreement Between
The Belleville Board of Education
and the
Association of Belleville School Administrators

2019-2024

**Contract Administrators
2019-2024**

Article	Page
Preamble	4
1 Recognition	4
2 Definitions.....	4
3 Board Responsibilities	5
4 Separability	5
5 Nondiscrimination.....	5
6 Meetings.....	5
7 Members' Rights.....	5
A. Rights & Protection in Representation.....	5
B. Required Appearances.....	6
C. Right to Review File	6
D. Right to be Present	6
8 Negotiations Procedures	6
9 Grievance Procedures	7
Definitions.....	7
Purpose.....	7
Procedure	7
10 Duties	9
Definition	9
School Year.....	9
School Day.....	9
Responsibilities.....	9
11 Sick Leave.....	9
Definition	9
Allowance for Personal Illness	10
Certificate for Personal Illness.....	11
Absence after Reporting for Duty.....	11
Accumulated Sick Leave	11
Terminal Pay on the Basis of Sick Leave	11
Sick Leave Bank	11
12 Excused Absences.....	13
A. Death in Family.....	13
B. Jury Duty.....	14
C. Personal Reasons.....	14
13 Leaves of Absence	14
A. Child-rearing & Maternity Disability	14

**Contract Administrators
2019-2024**

B. Military Leaves17

C. Other Leaves17

14 Insurance Coverage.....18

15 Selection & Reassignment of Personnel.....18

16 Transfers19

17 Member Evaluation.....19

18 School Calendar19

19 Twelve Month Administrators Vacation Policy20

20 Employment During Vacation Periods20

21 Conventions20

22 Use of Automobile21

23 Salary21

24 Reproduction and Distribution of Agreement.....22

25 Elementary Lunch Hour.....22

26 New Principals22

27 Tuition Reimbursement22

28 Terms of the Contract23

**Contract Administrators
2019-2024**

Agreement Between the Belleville Board of Education & the Association of Belleville School Administrators – 2019-2024
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Preamble

This Agreement made this 1st day of July, 2019 between the Board of Education in the Township of Belleville, in the County of Essex, hereinafter called the "Board" and the Association of Belleville School Administrators, hereinafter called the "Association".

WHEREAS, the Board and the Association have carried on negotiations in order to implement the provisions of Chapter 123, Public Laws of 1974 as amended and to encourage and increase the effective and harmonious working relationships between the parties hereto; and,

WHEREAS, as a result of said collective negotiations, the parties have reached certain agreements with respect to collective negotiations agreement,

NOW THEREFORE, in consideration of covenants hereinafter contained, it is mutually understood and agreed as follows:

Article 1 - Recognition

The Board hereby recognizes the Association as the exclusive sole representative for collective negotiations concerning the terms and conditions of employment for all certified personnel which are employed by the Board and listed below.

Principals

Directors

Assistant Principals

Assistant Principal/Athletic Director

Supervisors

Article 2 - Definitions

For the purposes of clarity, terms crucial to the interpretation of this contract are listed below:

1. The use of the word "Association" shall hereinafter in this agreement refer to The Association of Belleville School Administrators, Belleville, New Jersey, and County of Essex.
2. Administrator(s)/Member(s)/Employee(s) - when used hereinafter in this agreement, this/these term(s) shall refer to all professional Administrators (male(s)/female(s)) represented by the Association in the negotiating unit as above.

Contract Administrators 2019-2024

Article 3 - Board Responsibilities

The Board reserves the right to the operation of the school system. The Board has the right to terminate employment in the manner provided by law and will hire from any source whatsoever provided that the individual be fully certificated as of the date of his/her actual employment in the district for the position.

All the rights, power of authority the Board had prior to the signing of this Agreement are retained by the Board except those specifically abridged or modified by this Agreement, or any supplementary agreements that may hereafter be made by mutual consent of the parties.

Nothing herein shall be construed as limiting the Board from discharging any of its obligations or responsibilities as prescribed by Title 18A & Chapter 123, 1974, nor a delegation of any of its statutory authority under the Laws of the State of New Jersey.

Likewise, nothing herein shall be construed to deny any Member his/her statutory rights under the aforementioned laws.

Article 4 - Separability

If any provision of this Agreement or any application of this Agreement to any employee or group of employees is held to be contrary to law, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or application shall continue in full force and effect.

Article 5 - Nondiscrimination

The Board agrees that there shall be no discrimination on the basis of race, creed, color, religion, national origin, sex, domicile, marital status or age in all practices, procedures and policies of the school system and in hiring, training, assignments, promotion, transfer, or discipline of administration or in any application or administration of this Agreement.

Article 6 - Meetings

Representatives of the Association may transact official Association business at all reasonable times in school buildings, without interfering with or interrupting normal school operations. The Superintendent shall be given reasonable notice in advance of the time and place of all said meetings. No meetings shall be held without prior approval of the Superintendent; which approval shall not be unreasonably withheld.

Article 7 - Members' Rights

A. Rights & Protection in Representation: Pursuant to Chapter 123 of Employer/Employee Relations Act of 1974, as amended, the Board hereby agrees that these employees of the Board as defined in Article I (Recognition) have the right to freely organize, join, and support the Association for the purpose of engaging in collective negotiations.

Contract Administrators 2019-2024

- B. **Required Appearances:** Whenever any Administrator is required to appear before the Board, or any committee or member thereof for the purpose of discussing the possible withholding of an increment, suspension and/or termination of employment of that Administrator, the Administrator shall be given prior notice (which will be in written form) of the reasons for such meeting or interview and may (at the Administrator's discretion) have (a) representative(s) of the Association and/or attorney present to represent and advise during such meeting or interview.

- C. **Right to Review File and Respond:** An Administrator shall have the right to review his/her personnel file upon reasonable request and to attach responses to any derogatory material. No material of a derogatory nature shall be placed in the personnel file unless a copy is simultaneously provided to the affected Administrator.

- D. **Right to be Present:** When any hearing shall be scheduled by the full Board of Education at a private or public meeting, to hear an official complaint against an Administrator by a parent group or its representative, the said Administrator who is the subject of the complaint shall have a right to be present. The Superintendent shall notify the Administrator(s) of such meetings.

If it appears that the outcome of said hearing would result in some disciplinary action against the Administrator, then that Administrator shall have the right to have a representative advise him/her during such hearing or meeting.

Article 8 - Negotiations Procedures

The parties agree to enter into collective negotiations in good faith, in accordance with Chapter 123-Public Law 1974 as amended. Such negotiations shall begin no later than four (4) months prior to the end of the current contract of the calendar year next, preceding the calendar year in which this Agreement expires.

During negotiations, the Board and Administrators Association shall present relevant data, exchange points of view, and make proposals and counterproposals. Copies of budget shall be made available by the Board when completed and either party shall respond to requests for items of public information.

Neither party in any negotiations shall exercise any control over, nor interfere with, selection of any negotiating representatives of the other party.

All meetings between the parties shall be regularly scheduled at a time mutually convenient. No compensation shall be paid by the Board to the Association or any of its representatives in connection with such negotiations.

Contract Administrators 2019-2024

Should a mutually acceptable amendment to this agreement be agreed upon, the same shall be reduced to writing and signed by the legally authorized representatives of the Board and of the Association.

Article 9 - Grievance Procedures

Definitions:

Definitions: The following terms are defined for purposes of this Article:

Grievance: A grievance is a claim by the Association, or a member of the Association based upon the interpretation, application or alleged violation of this Agreement; or the interpretation, application or alleged violation of District policies; or administrative decisions alleged to have violated the terms of this Agreement or District policies; which affect the terms and conditions of employment for any member or members of the Association.

An "aggrieved person" is the person or persons making the claim.

The "parties of the grievance" are: The person or persons making the grievance; the person or persons representing the aggrieved individual or individuals; the person or persons whom the grievance applies; the person or persons who are representing the individual or individuals against whom the grievance is presented.

Purpose: The purpose of this procedure is to secure, at the lowest possible level, equitable solutions to the problems, which may from time to time arise affecting members. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of this procedure.

Procedure: A grievance to be considered must be initiated within thirty (30) calendar days of its occurrence or within thirty (30) calendar days after the individual should have reasonably known of its occurrence. Any grievance filed after the above-prescribed interval shall be null and void.

Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level should be considered as a maximum and every effort should be made to expedite the process. The time limits specified may be extended by mutual agreement. Grievances which have not been resolved before the end of the school year should be resolved as quickly as possible, and time limits may therefore be reduced or waived by mutual consent.

Level One: A member submitting a grievance shall first discuss it with the superintendent, either directly or through the Association's designated representative, with the objective of resolving the matter informally.

Level Two: If the aggrieved person or persons is not satisfied with the disposition of his/her grievance at Level One, or if no decision has been rendered within five (5) school days after

Contract Administrators 2019-2024

presentation of the grievance, he/she may file the grievance in writing with the Chairman of the Association's Committee on Professional Rights and Responsibilities (hereinafter referred to as the PR&R Committee) within five (5) school days after the decision at Level One or ten (10) school days after the grievance was presented, whichever is sooner. Within five (5) school days after receiving the written grievance, the Chairman of the PR&R Committee shall refer it to the Superintendent of Schools.

A written grievance must specify the following: (a) the date the grievance occurred: (b) the nature of the grievance, including the Board Policy or administrative decision and/or Article(s) and section(s) of the Agreement giving rise to the grievance: (c) the nature and extent of any claimed injury, loss or inconvenience.

Level Three: If the grievance has not been resolved at Level Two, or within ten (10) school days after such grievance was delivered to the Superintendent, the aggrieved person or persons may within five (5) school days thereafter request, in writing, that the Chairman of the PR&R Committee submit his grievance to the Board of Education. If the grievance is not settled at Level Three within twenty (20) school days thereafter, the matter may be referred by either party in the form of a written request to the Public Employment Relations Commission (hereinafter referred to as PERC). PERC shall appoint an arbitrator in accordance with its regular procedures.

Binding Arbitration: On any dispute arising out of the specific language in the contract, the decision of the arbitrator shall be binding. On any type of disputes not involving the specific language within the contract, the arbitrator's decision shall be advisory in nature. Costs of the arbitration shall be borne equally by both parties.

Time limits at any level of procedure may be waived by mutual written consent.

The arbitrator's decision shall be limited to the express terms of the Agreement and to the issues submitted and shall consider nothing else. Further, the arbitrator can add nothing to nor subtract anything from the Agreement between the parties or any applicable policy of the Board.

Miscellaneous: All meetings and hearings under this grievance procedure shall not be conducted in public and shall include only such parties in interest, including witnesses, if any, and their designated or selected representatives as herein above referred to. All parties to this agreement agree to observe any grievance procedure as confidential.

It is the express intention of the Association and the District that only the Association may bring a grievance under the terms of this Agreement. Any attempt by an individual member to bring a grievance under the terms and procedures set forth herein shall be deemed null and void and a violation of the terms of the Agreement.

Contract Administrators 2019-2024

Article 10 - Duties

- A. The members of the Association agree to perform their duties in accordance with this Agreement, the Rules and Regulations of the Belleville Board and the State Board of Education, and the statutes pertinent thereto and in existence at the time of the signing of this contract.

- B. The school year for all ten month administrators shall be from September 1 through June 30 plus ten days in the summer immediately prior to September 1. It is agreed that the Friday before Labor Day shall not be a workday for members of the Association.

- C. The school day:
 - 1. High School and Middle School Administrators shall be from 7:30 AM to 3:30 PM, except that there shall be one Administrator on duty in each building each day from 8 AM to 4 PM.
 - 2. The school day for elementary Administrators shall be from 8 AM to 4 PM except that on Fridays the school day will be from 8 AM to 3:45 PM.
 - 3. The school day for the Director of Student Services will be 8:00 AM to 4:00 PM.
 - 4. The school day for all other unit members will be from 8 AM to 4 PM.
 - 5. Flex time for the Director of Health, Physical Education and Athletics K-12 after ten (10) hours with Superintendent's approval.

- D. The area of responsibility for all Directors shall be kindergarten through twelfth grade.

- E. Administrators that are responsible to cover and/or be responsible for an additional school/building will be entitled to compensation of \$25.00 gas allowance per month and \$7,525.00.

- F. Administrators that are responsible to cover and/or be responsible for an additional program will be entitled to receive the following compensation.
Non Public Administrative Oversight Coordinator: \$75.00 per case

- G. The supervision and evaluations of building custodians shall not fall under the responsibility of any member of the Administrative Unit.

Article 11 - Sick Leave

Sick leave is defined by Revised Statutes 18A: 30-1 et seq. as follows:

"Sick Leave is hereby defined to mean the absence from his or her post of duty of any person because of personal disability due to illness or injury, or because he or she has been excluded from school by the school district's medical authorities on account of a contagious disease or of being quarantined for such a disease in his or her immediate household."

Contract Administrators 2019-2024

Allowance for Personal Illness:

1996-1997

Total Years of Service In District

Days Allowed For Illness

Total Years' Service	Days
1 day – 1 year	1 day per month up to 10 days for ten month employees; 1 day a month up to 12 days for twelve month employees; 10 full days for ten month employees; 12 full days for twelve month employees.
1 yr/1day-10	10 days
10 & 1 day-15	20 days
15 & 1 day-20	25 days
20 & 1day-25	30 days
25 & 1 day-30	60 days

All current employees shall be grandfathered into their 1996-1997 category. Beginning July 1,1997, the category shall read as follows:

Total Years' Service	Days
1 day – 1 year	1 day per month up to 10 days for ten month employees; 1 day a month up to 12 days for twelve month employees; 10 full days for ten month employees; 12 full days for twelve month employees.
1 yr/1day-10	10 days
10 & 1 day-15	15 days
15 & 1 day-20	20 days
20 & 1day-25	25 days
25 & 1 day-30	30 days

After 10 years of service, sick leave in excess of the above shall be at the discretion of the Board.

Contract Administrators 2019-2024

Certificate for Personal Illness: Employees absent must file a statement certifying the medical cause for such absence. Where the period of absence is in excess of five days, a doctor's medical report must be filed.

Absence after Reporting for Duty: Any person who, because of personal illness, must leave his duties prior to 11:30 AM will be charged a half of sick day. Unit members who leave their home building must notify the Office of the Superintendent.

Accumulated Sick Leave: Sick leave may be accumulated up to ten full days for ten-month employees and 12 full days per year for twelve-month employees in accordance with the provisions of State law governing accumulation of sick leave allowance for persons holding any full-time office position or employment in the school district. Such accumulated sick leave shall under no circumstances place a person under tenure after three years of administration.

At the start of each year, members of the Association will receive a statement of accumulated sick leave.

Terminal Pay on the Basis of Sick Leave: Any employee with fifteen (15) years or more of service with the Belleville Board of Education shall, upon termination of Employment, receive the following compensation.

New hires after December 31, 2016 with fifteen (15) years or more of service with the Belleville Board of Education shall be entitled to Terminal leave paid only upon retirement.

Accumulated Sick Days	2019-2024
Days 1-100	\$ 184
Days 101-200	\$ 230
Days 201 plus	\$ 253

This benefit shall be paid only once for each employee each year.

The employee has the option to buy-back 1 unused personal (10 Month Employee) 2 unused vacation or personal days (12 Month Employee) each year. The employee shall receive compensation of 1/200 (10 month) or 1/220th (12 month) of his/her regular salary.

Sick Leave Bank:

The Board and the Association have agreed to establish, commencing with the 2019-2020 school year, a Sick Leave Bank, consistent with N.J.S.A. 18A:30-10, for the purpose of covering members with catastrophic illness or injury with the extension on needed sick leave after they have exhausted all of their accumulated leave.

A catastrophic illness or injury shall be defined as follows:

Contract Administrators 2019-2024

A life-threatening condition(s), life threatening injury, mental health condition, or physically disabling injury or condition requiring the care of a physician or physicians who provide medical verifications of the need for the employee's absence for thirty (30) or more days of work, during a twelve (12) month period.

The Sick Leave Bank Committee shall be comprised of three members selected by the Association President or his/her designee and three members selected by the Superintendent or his/her designee.

The Sick Leave Bank Committee shall operate and maintain the Sick Leave Bank, and shall meet as needed. Twice-a-year reports (October 15 and May 15) of total days available and total days used shall be reported by the Committee to the employees in the Sick Leave Bank. The Board shall assist the Committee in maintaining a current list of participating members, the number of days individually and collectively contributed, and the number of total days available and total days used by each participating member. The Board shall also provide completed copies of the donated day forms to the Association.

All enrollments in the Sick Leave Bank are and henceforth shall remain voluntary. Employees must enroll by September 20 of each school year. When returning from a leave of absence or upon employment for new hires after the school year has begun, an employee will have thirty (30) days to enroll. Only employees who are contributors to the Sick Leave Bank shall be eligible to receive days from the Sick Leave Bank.

Employees enrolling in the Sick Leave Bank must contribute two (2) days to the Sick Leave Bank in their first year in the Sick Leave Bank. In order to remain a member of the Sick Leave Bank, they must continue to contribute one (1) day each year. Any contribution of sick days must be in writing, signed by the contributing member, and specifically set forth the number of days that the employee is contributing. Once the employee has contributed days to the Sick Leave Bank those days shall not be returned.

Employees retiring from the Belleville School District may have any accumulated sick days, not otherwise redeemable under the language of the contract or donated to the Sick Leave Bank, returned to the Board. The Board in turn shall donate those days to the Sick Leave Bank to be used in subsequent years.

Any employee requesting sick leave days from the Sick Leave Bank must submit a written request, which includes the number of days being requested and the reasons for said request, at which time his/her need will be reviewed by the Sick Leave Bank Committee. The request must be accompanied by a physician's statement which shall include: (a) the nature of the illness or injury; (b) the initial date of the illness or injury; and (c) the projected loss of time and/or projected date of return. The requesting member must have used up all of his/her accumulated sick days in order to be eligible to utilize days from the Sick Leave Bank.

Contract Administrators 2019-2024

The Sick Leave Bank Committee shall have the right to assign days to said employee depending on the employee's needs, the number of days available in the Sick Leave Bank, and the best interest of the District. No employee shall receive more than sixty (60) days in any one contract year (July 1 to June 30) or for the same illness or injury. However, any member who has exhausted his/her 60 additional sick days and is still unable to return to work may reapply to the Committee. Such a member must submit an application with additional medical information showing that an extension is warranted. The Committee shall then consider the new request for additional days.

At no time shall the sick days allotted be allowed to exceed the number of days than the balance in the Sick Leave Bank at any given time.

If the member does not utilize all the sick days which have been requested and granted to him/her from the Sick Leave Bank, the unused days shall revert back to the Sick Leave Bank.

Issues regarding and relating to this Sick Leave Bank, including, but not limited to, the Sick Leave Bank Committee's approval or rejection of requests to utilize days from the Sick Leave Bank, are not subject to the grievance procedure in this collective bargaining agreement or arbitration.

Under N.J.S.A. 18A:30-6, the Board has the discretion to grant extended sick leave on a case by case basis. After an employee has exhausted all sick leave (including any drawn from the Sick Leave Bank), the Board may still approve an extended paid sick leave.

Prior to any recommendation or approval of the use of Sick Leave Bank days, every applicant must sign an agreement to indemnify, defend, and hold harmless the Sick Leave Bank Committee, the BEA, the Board of Education, their members, agents, servants, and employees from any and all claims, liabilities, damages, and costs related to: (a) the solicitation and/or contribution of sick days to the Sick Leave Bank; (b) the communication of the names of Association members who contribute to the Sick Leave Bank, and/or the number of days which they contribute; (c) the application for use of the sick days in the Sick Leave Bank; and (d) the Sick Leave Bank Committee's approval or rejection of requests to utilize days from the Sick Leave Bank.

Article 12 - Excused Absences

A. Death in Family - The Board recognizes the employee's needs to grieve, to attend the funeral, and to handle necessary legal and financial transactions at such a time. The employee will therefore be excused from work for consecutive business days not to exceed the maximum number outlined below. In counting "business days," weekends and state and Federal holidays will not be counted against the total allowed. However, all other days including, but not limited to, vacations, school holidays and snow days will be counted toward the total allowance regardless of whether schools are open.

Contract Administrators 2019-2024

In case of death of the father, mother, spouse, child, grandchild, sibling, mother-in-law, or father-in-law of any employee, or of any other person who resides with the employee on a permanent basis (excluding roomers or boarders), five (5) days shall be allowed.

In case of death of the grandparent, daughter-in-law, son-in-law, sister-in-law, or brother-in-law of any employee, three days shall be allowed.

In case of death of an uncle, aunt, nephew, niece or cousin, one (1) day shall be allowed.

B. Jury Duty - There shall be no salary deductions for an employee of the Board if that employee is absent due to service on a Grand or Petit Jury.

C. Personal Reasons - If, for personal reasons, a day's absence is necessary, an Administrator may be excused from his duties upon notice to the immediate Supervisor and Superintendent, subject to operational needs and considerations. Notice should be submitted at least two days before the requested absence, unless an unanticipated emergency occurs, which precludes such notice.

A "personal reason" is herein defined as an emergency or the performance of a duty that cannot be done on out-of-school time. In all cases where an employee requests an excused absence for urgent personal reasons, a green slip must be filed with the immediate Supervisor for his approval and ultimate approval by the Superintendent.

For personal reasons that are considered by an Administrator to be of such a nature as to be extremely confidential, green slip may be marked, "personal reasons-confidential," and such green slip will be forwarded directly to the Superintendent for consideration.

Employees will be paid for a period not exceeding four (4) days for ten (10) month employees for excused absences during any school year, and five (5) days for twelve (12) month employees.

Beginning in the school year 1985-1986, unused personal leave days as defined in this Article shall be added to the unit member's accumulated sick leave for the ensuing school year, pursuant to and consistent with N.J.S.A. 18A:30-7. No career cap will be imposed on the number of accumulated personal business days.

Article 13 - Leaves of Absence

A. Child-rearing & Disability

Child-rearing

The Board of Education shall grant child-rearing leave, without pay, in accordance with the following procedure:

Contract Administrators 2019-2024

1. All initial applications for and applications for extensions or reductions of child-rearing leave shall be made in writing to the Superintendent.
2. Any Administrator intending to apply for childrearing leave shall advise the Superintendent of the fact of her pregnancy and/or of his/her prospective plans for taking child-rearing leave and the best estimate of when the child-rearing leave will commence and terminate. The Administrator shall request child-rearing leave of the Superintendent of Schools in writing at least sixty (60) days prior to the date the leave is to commence.
3. The request for child-rearing leave shall specify the date when the Administrator wishes the leave to commence and terminate.
4. Child-rearing leave shall be granted for a period of up to the end of the academic school year in which the child-rearing leave commenced and an additional school year shall be granted upon request of an Administrator under tenure or who has received a tenure-year contract for such Administrator. An Administrator on childrearing leave shall notify the Board, in writing, of the intention to return to the district by March 1 of the school year preceding the school year in which the Administrator wishes to return to the district or sixty (60) days prior to said intended return date, whichever is sooner.
5. An Administrator returning on the first day of the school year in September from child-rearing leave shall be placed in her/his previously held position, if available and administratively feasible.
6. Any Administrator who has applied for and received child-rearing leave may reapply for permission to return to employment during any academic school year for which such leave was granted, and such leave may thereupon be terminated by the Board, at its sole discretion.

No Administrator on child-rearing leave shall, on the basis of said leave, be denied the opportunity to substitute in the school district in the area of his/her certification or competence.

Time spent on child-rearing leave of absence shall not count toward salary guide placement experience, seniority, sick leave accumulation, etc. Anyone who accepts child-rearing leave after January 31 in any given year is given credit on the salary guide for a full year upon returning to the district.

7. An Administrator receiving child-rearing leave shall not accept full time employment in the administrative field or undertake full time graduate study during all or part of the period of the child-rearing leave. This provision shall cease to be operative at such time as the

Contract Administrators 2019-2024

Administrator shall have been denied her/his request under Paragraph 6 to return to employment.

8. Adoption - Any Administrator adopting a child of pre-school age shall receive a leave similar to childrearing leave, which shall commence upon receiving de facto custody of said child, or earlier if necessary, to fulfill the requirements for the adoption.
9. The Board is not required to continue employment of a non-tenure pregnant Administrator beyond the year in which the leave is taken. The child-rearing leave period shall not be counted for tenure purposes; however, the period before and after the maternity shall count toward tenure.

Maternity Disability

1. The Board shall grant sick leave for the period of actual disability associated with pregnancy and birth to pregnant Administrators on the same terms and conditions governing leave of absences for illness or medical disability,

The pregnant Administrator will be entitled to her annual and accumulated sick leave, with pay, during the period of absence due to her actual disability.

2. Any pregnant Administrator who does not elect to take a child-rearing leave may continue to perform her duties as long as physically able to do so and will be entitled to return to her duties when she is physically able.
3. The Board may require any Administrator, during her pregnancy to produce a certificate from her physician stating that she may continue working effectively at the duty to which an Administrator has been assigned.

In the event of any question as to the condition of the pregnant Administrator, a conference shall be arranged between the Board's physician and the attending physician.

No Administrator shall be required to leave work because of pregnancy at any specific time prior to expected childbirth nor be prevented from returning to work after childbirth solely on the ground that there has not been a time lapse of specific duration between childbirth and the desired date of return.

Nothing stated herein is intended to restrict the right of the Board to discipline any pregnant Administrator for any cause not related solely to pregnancy.

4. The Board has the right to remove any pregnant Administrator from her daily duties on any one of the following criteria:

Contract Administrators 2019-2024

- A. Her administrative performance substantially declines from the period preceding pregnancy.
- B. Her physical condition or capacity renders her incapable of performing her assigned duties which shall be deemed to exist, if (i) the pregnant Administrator fails to produce a physician's certificate that she is medically able to continue working; or (ii) the Board's physician concludes she is unable to continue in the role of an Administrator.

B. Military Leaves

Absence, not exceeding two weeks, for military reserve training, during the contractual period of employment shall be allowed with full pay.

Employees required to report to the Draft Board shall be allowed one day's absence only for such purpose, with full pay.

- A. A permanent or full-time temporary officer or employee of the State or of a board, commission, authority or other instrumentality of the State or of a county, school district, or municipality who is a member of the organized militia, shall be granted leave of absence from his or her respective duties without loss of pay and time, or on all days during which he or she shall be engaged in any period of State or Federal active duty; provided, however, that the leaves of absence for Federal active duty or active duty for training shall not exceed 90 work days in the aggregate in any calendar year. Any leave of absence for such duty in excess of 90 days shall be without pay but without loss of time.

All efforts will be made to return an employee to his or her position held at the time of the approved military leave. However, in the event return to the exact position is not possible, the district will insure that all aspects of the USERRA Sections 4312 and 4313 (a)(1)-(4) or any successor Statutory provisions are followed.

- B. Leave of absence for such military duty shall be in addition to the regular vacation or other accrued leave allowed such officers and employees by Federal, State, county or municipal law, ordinance, resolution, or regulation.
- C. Notwithstanding subsection A of this section, a full-time temporary officer or employee who has served under such temporary appointment for less than one year shall receive for the service hereinabove described leave without pay but without loss of time.

C. Other Leaves

Leave with/without pay may be granted for good cause and for exceptional reasons upon recommendation of the Superintendent and approval of the Board of Education. Request(s) shall be submitted, in writing, to the Office of the Superintendent. The denial of such leave by the Board

Contract Administrators 2019-2024

shall not be arbitrable nor actionable at law. However, the denial of same shall be reduced to writing with explanation for the reason of said denial.

Article 14 - Insurance Coverage

Effective July 1, 2012, all employees will be eligible to enroll in a program designated by the Board with benefits equal to or greater than the Blue Cross/Blue Shield Direct 10 Plan under the State Health Benefits Plan. The Board shall be entitled to change insurance carriers provided the benefit level provided is equal to the State Health Benefits Plan Direct 10 at the conclusion of the school year in any year covered by this Agreement.

All employees shall be required to contribute to their premiums in accordance with any applicable State or Federal requirements. Currently, the employee contribution is in accordance with Chapter 78 P.L. 2011.

Ch. 78, Tier 4 contributions will continue through the life of the agreement.

All employees shall be eligible for an "Opt Out Plan" in lieu of medical insurance. There shall be a cash payment of \$2500.00 for Family Coverage or \$2000.00 for Husband/Wife or 25% of the amount saved by the employer because of the employee's waiver of coverage, whichever is less, given to each employee, each year that they "opt out" of the medical plan. This is entirely optional. For married employees with a spouse enrolled as a primary insured employee in a SHBP or SEHBP insurance program, "opt out" shall be mandatory without payment, consistent with the relevant law. The employee must give the Board (30) days written notice for participation in or withdrawal from the plan. In said instances, payment of the cash benefit (\$2500.00 or \$2000.00) shall be prorated.

Article 15 - Selection & Reassignment of Personnel

The Board recognizes that Association members have a valid interest in the personnel selected and assigned to work under their supervision.

The Board agrees that in the processing of candidates for positions or the reassignment of personnel to work under said Principals and Directors, such candidates will be interviewed by said persons, who will consider all transcriptions, applications and recommendations on each candidate which is made available to them by the Superintendent or his agent, and will then make recommendations in writing to the Superintendent for consideration by the Board. The final decisions shall rest with the Board of Education and the Superintendent of Schools.

Promotional Policy

Whenever an Administrator applies for a promotion, he/she shall be granted the courtesy of an interview by the appropriate Administrator or Administrators involved. All qualified Administrators will be given adequate opportunity to make application for such positions and no

Contract Administrators 2019-2024

positions shall be filled until all properly submitted applications have been considered. Each Administrator application not selected will receive a written notice of disposition from the Superintendent with reason(s) why applicant was not recommended.

Article 16 - Transfers

Voluntary transfer requests, when in the best interest of the school system, will be favorably considered.

Notice of involuntary transfer or reassignment shall be given to a member as soon as practical, and except in cases of emergency, not later than, 60 days before the date of transfer.

Article 17 - Member Evaluation

Members shall be evaluated in accordance with TEACHNJ and the corresponding regulations under ACHIEVENJ.

All evaluations will be discussed by the Superintendent of Schools or Assistant Superintendent of Schools, with the member being evaluated, and the member shall have the right to comment in writing on the evaluation or discussion thereof.

The salary program is designed to reward an Administrator for performing effectively in his administrative and other professional assignments. While each Administrator is expected to meet this requirement, an increase in pay is not granted automatically. It is dependent upon a favorable performance report from the Superintendent of Schools, and the Board of Education's approval.

Article 18 - School Calendar

A school calendar shall be prepared and presented to the Association by the Superintendent. A committee of the Association will have the opportunity to meet with the Superintendent to discuss the proposed calendar and to submit alternate proposals to the Board of Education if it does not concur. The Superintendent shall make a recommendation to the Board, and the Board shall make the final decision.

The school calendar shall be issued as an appendix to this contract. The Board, however, reserves the right to make changes in the calendar, if necessary, after consultation with the Association.

Twelve (12) Month Administrators:

1. Summer hours: 8 a.m. to 3:30 p.m. commencing the day following the dismissal of the instructional staff
2. Will observe the same Christmas week calendar followed by the 10-Month Administrators
3. Will be granted 1 additional day (Tuesday after Presidents Day) during the February Recess

Contract Administrators 2019-2024

Article 19 - Twelve Month Administrators Vacation Policy

The Board agrees to continue the vacation policy of twelve-month Association members as set forth in the Board's Rules and Regulations as follows:

Less than one year's service on or before July 1 of each year, one-day vacation with pay for each month full service.

For one year of Service through five (5) years of service, three (3) weeks' vacation pay.
After five (5) years of service, and up to fifteen (15) years of service, four (4) weeks' vacation with pay.

After fifteen (15) years of service, five (5) weeks' vacation with pay.

Vacation periods for Administrators in the Instructional Department must first be approved by the Superintendent of Schools.

Should a directive from Central Office render it impossible for a twelve-month administrator to realize his allotted vacation time, he will receive a per diem (1/240) contractual rate for the unused time.

Separate and apart from the language of the last cited paragraph, a Twelve Month Administrator may opt to have a maximum of three unused vacation days per year credited to his/her accumulated sick day account.

With the exception of the vacation days that can be rolled into sick days or the days used for buy back; Association members can roll over a maximum of 10 unused vacation days from one school year to the next. These days must be used within the next year or be forfeited. There will be no payout for these days.

Article 20 - Employment During Vacation Periods

If any unit employee performs professional services during the Summer vacation or a vacation period (provided said employee is not normally scheduled to work), said employee shall receive compensation of 1/200 (10 month) or 1/220th (12 month) of his/her regular salary.

Article 21 - Conventions

Association members (one from the elementary level, and one from the secondary level) attend professional development workshops or conventions throughout the year. Attendance at any workshop or convention shall be subject to the recommendations of the Superintendent and to the approval of the Board of Education and its budgetary limitations. The Board shall reimburse the Association member for expenses as stipulated by the NJ Office of Management & Budget

Contract Administrators 2019-2024

regulations to a maximum of \$1,000.00. Administrators will not be eligible to attend conventions during the year prior to retirement.

The Superintendent will have the sole discretion with regard to the attendance at professional development workshops and/or conventions subject to reimbursement under this Article.

Article 22 - Use of Automobile

The Board shall reimburse the Association member for mileage as stipulated by the NJ Office of Management & Budget regulations.

Article 23 - Salary

For each year of this agreement, an administrator possessing a doctorate degree will receive two thousand five hundred dollars (\$2,500.00) over the structured salary guide.

For each year of this agreement, an administrator possessing a second Master's Degree shall receive a seven hundred fifty dollars (\$750) stipend annually.

Salary Guides: 19/20 – 1.75% plus \$45,000
 20/21 – 2.4%
 21/22 – 2.55%
 22/23 – 2.55%
 23/24 – 2.55%

*All increases are inclusive of increment.

2019-2024 Minimum Hiring Guide	SUP10 +7	AP10 +7	SUP 12	AP 12	ESP +7	DIR	MSP	HSP
	98,325	98,325	109,144	105,027	118,900	117,975	128,125	128,125

Administrators Salaries

Longevity 2019-2024	
	2019-24
15 Years +1 day	8,850
20 Years +1 day	10,500
25 Years +1 day	10,900
30 Years +1 day	11,300

Contract Administrators 2019-2024

34 Years +1 day	12,800
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Longevity: New hires after December 31, 2016 shall not be entitled to longevity pay. Current unit members are entitled to longevity pay as stipulated in the Association of Belleville School Administrators contract.

Article 24 - Reproduction and Distribution of Agreement

Copies of this Agreement shall be printed in the following quantity:

- Twenty-five (25) copies distributed to the “Association” and twenty-five (25) copies distributed to the Board.
- The printing format of the Agreement shall be mutually agreed upon and the expense for printing shall be shared equally by the Association and the Board.
- This Agreement shall be printed and distributed to the Association and the Board sixty (60) calendar days after ratification by both parties.
- The Association and the Board shall each appoint one (1) representative who shall be responsible for details of the printing procedure.

Article 25 - Elementary Lunch Hour

The Board will advertise for teacher coverage for the elementary school lunch hour on a voluntary basis. The teacher shall be assigned to assist the Principal in supervising the lunch hour and shall not absolve the Principal of his/her duties and responsibilities during the student lunch hour. The Board of Education will be responsible for any stipends paid to teachers assigned to this duty and the costs of posting the availability of the positions.

Article 26 - New Principals

During the summer of the first year of employment, new principals may, at the discretion of the Superintendent, be required to attend the principal's Center for Educational Leadership. The Board shall reimburse the Association member for travel expenses as stipulated by the NJ Office of Management & Budget regulations. The Administrator will not be compensated monetarily for time spent at the center.

Article 27 - Tuition Reimbursement

Graduate Courses

Tuition reimbursement is granted under four conditions. First, graduate courses must be taken at an accredited institution that is approved by the State of New Jersey. Second, the coursework must lead to a certification or advanced degree in education and must be related to the administrator's current or future job responsibilities. Third, prior to the commencement of the coursework, a course approval request must be submitted, in writing, to the Superintendent of

**Contract Administrators
2019-2024**

Schools, where it is subject to approval by that office. Fourth, prior to reimbursement, proof of completion, with a minimum grade of B, must also be submitted.

In 2019-2024, tuition reimbursement amounts shall be reimbursed at the cost-per-credit equal to the Rutgers University graduate rate at the time of submission. A pool of no more than \$50,000.00 will be generated each year for such reimbursement. If funds are unexpended in any year, the funds shall be absorbed back into the general fund and not rollover into the following year. If in any year the requests for reimbursement exceed the available pool, per credit payment shall be prorated to provide all applicants with an equitable share of the available funds. Each administrator will be entitled to reimbursement of twelve (12) credits per year. All payments shall be made after the completion of the spring semester, but not later than July 31st each year.

Article 28 - Term of the Contract

This Agreement shall become effective on the first day of July, 2019 and shall remain in full force and effect for a period of five (5) years, and shall expire on the 30th day of June 2024.

It is expressly agreed that this document may be signed in counterparts.
Agreed to on behalf of the parties:

Board President

Ryan Klins

ABSA President

**Contract Administrators
2019-2024**

<u>Name</u>	<u>2019-2020</u>	<u>2020-2021</u>	<u>2021-2022</u>	<u>2022-2023</u>	<u>2023-2024</u>
<u>12 Month Administrators</u>					
Ricardo Acosta	170,467	174,589	179,051	183,617	188,299
Aida Cardona	172,779	176,956	181,479	186,106	190,852
Maria Calhoun	114,669	117,584	120,593	123,668	126,821
Andrew Coban	120,474	123,528	126,689	129,919	133,232
Thomas Delia	181,949	186,347	191,109	195,982	200,980
George Droste	181,773	186,167	190,924	195,793	200,785
Diana Kelleher	158,045	161,869	166,007	170,240	174,581
Ryan Kline	163,282	167,232	171,506	175,880	180,365
Joseph Lepo	132,277	135,482	138,947	142,491	146,124
Marcellino Marra	119,431	122,328	125,458	128,657	131,938
Isabelle Ramirez	111,872	114,720	117,656	120,656	123,732
Caleb Rhodes	181,773	186,167	190,924	195,793	200,785
Romain Royal	153,644	157,363	161,386	165,501	169,721
Nicole Shanklin	129,524	132,663	136,056	139,526	143,083
Matthew Sullivan	119,094	121,983	125,104	128,294	131,566
Michael Vargas	146,604	150,154	153,993	157,920	161,947
Jennifer Vernieri	129,524	132,663	136,056	139,526	143,083
<u>10 Month Administrators</u>					
Brian Belton	117,501	120,352	123,431	126,578	129,806
Dora Cavallo	168,990	173,077	177,501	182,027	186,669
Lucy Ann Demikoff	168,990	173,077	177,501	182,027	186,669
Charles Giachetti	108,532	111,300	114,149	117,059	120,044
Maryann Gilligan	121,799	124,885	128,080	131,346	134,695
Steven Puglia	103,302	105,944	108,656	111,427	114,268
Joseph R Rotonda	157,869	161,689	165,822	170,051	174,387
Robert Silvera	126,874	129,919	133,232	136,629	140,113