

Terms of Agreement

The negotiations committee of the Belleville Board of Education and the Association of Belleville School Administrators agree to the following terms:

- Contract Duration: July 1, 2015 through June 30, 2019. All relevant sections of the contract will be updated to conform with these dates.
- Align dates to new duration of the agreement

Article 1 – Recognition

*Current language reads:

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.

Principal - High School

Principal - Middle School

Principals - Elementary

Assistant Principals

Directors (Special Services, Health, Physical Education and Athletics K-12, Student Personnel Services)

Supervisors

*Negotiated agreed upon language: **Combine position names and Add AP/AD position***

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

No Change

Article 3 – Board Responsibilities

No Change

Article 4 – Separability

No change

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Article 5 – Nondiscrimination

No Change

Article 6 – Meetings

No change

Article 7 – Members' Rights

No Change

Article 8 – Negotiations Procedures

**Current language reads:*

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 October 1, 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 such meetings shall be held during working hours of a regular school day. No compensation shall be paid by the Board to the Association or any of its representatives in connection with such negotiations.

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.

Negotiated agreed upon language: Paragraph 1 Remove: October 1, Add: four (4) months prior to the end of the current contract, and Paragraph 4 Remove: No such meetings shall be held during working hours of a regular school day.

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.

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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.

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

**Current language reads:*

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 made in accordance with the requirements contained in Article VI under the subsection entitled "Procedure", 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 an administrator or a group of administrators.

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.

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Procedure: A grievance to be considered must be initiated within thirty-five (35) calendar days of its occurrence or within thirty-five (35) 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 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.

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 submit a list of ten (10) names to the parties, and if agreement upon an arbitrator cannot be reached, a second list shall be obtained. If agreement is not reached on the second list, PERC shall appoint an arbitrator for the parties.

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 consent.

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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 do hereby solemnly covenant and 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.

Negotiated agreed upon language:

Paragraph 1 Remove: contained in Article VI

Under Procedure sentence 1 and 2, Remove: thirty-five (35), Add: thirty (30)

Under Level Two, Add 2nd paragraph

Under Level Three, Remove the last two sentences and replace with: PERC shall appoint an arbitrator in accordance with its regular procedures.

Under Binding arbitration, Add: the word written to the last sentence and last paragraph

Under Miscellaneous, Remove: do hereby solemnly covenant and

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 made in accordance with the requirements under the subsection entitled "Procedure", 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 an administrator or a group of administrators.

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

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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 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.

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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.

Article 10 – Duties

*Current language reads:

- 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. The District shall pay the ten month administrators a per diem rate for seven of the ten days in the summer, and the remaining three days shall be without compensation. 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 from 7:30 AM to 3:30 PM.

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4. The school day for all other unit members will be from 8 AM to 4 PM.
5. Flex time for Athletic Director after ten (10) hours with Superintendent's approval.

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

Negotiated agreed upon language:

**C. The School Day - number 3, Change: 7:30 AM to 3:30 PM. To 8:00 AM to 4:00 PM
Number 5, Change Title to: Director of Health, Physical Education and Athletics K-12
Add E, F, and G**

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. The District shall pay the ten month administrators a per diem rate for seven of the ten days in the summer, and the remaining three days shall be without compensation. 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 from 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 \$7,300.00.

F. Administrators that are responsible to cover and/or be responsible for an additional program will be entitled to receive the following compensation.

Advanced Placement Coordinator: \$1200.00

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- Affirmative Action Officer: \$5633.00
- Athletic Administrative Duties: \$3750.00
- CTE Coordinator: \$3500.00
- Communication/Webmaster Coordinator: \$5633.00
- District 504 Coordinator: \$5633.00
- T and G Coordinator: \$1700.00
- New Teacher Mentoring Program Coordinator: \$5633.00
- 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

**Current language reads:*

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."

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-5	20 days
15 & 1 day-20	25 days

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20 & 1day-25	30 days
25 & 1 day-30	60 days

All current employees shall be grand fathered in 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-5	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.

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 after reporting for duty will be paid for that day, and this day will not be charged to his/her sick leave.

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.

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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 years or more of service may, upon termination of Employment, receive the following compensation.

Accumulated Sick Days	2014-15
Days 1-100	\$ 114
Days 101-200	\$ 160
Days 201 plus	\$ 183

Terminal Pay on the Basis of Sick Leave: Any employee with fifteen years or more of service who retires by June 30, 2015 may, upon termination of Employment, receive the following compensation.

Accumulated Sick Days	2014-15
Days 1 plus	\$ 183

The above mentioned Terminal Pay on the Basis of Sick Leave for the 2014-15 contract will sunset at 12:00 AM EST. on July 1, 2015. The Terminal Pay rate will then revert back to the last year of the 2011-2014 contract.

New hires after January 1, 2012 shall be limited to a maximum terminal payout for accumulated sick time of \$15,000.00. This shall apply to new hires from outside the District. If an existing District employee is hired for a unit position, and he has accumulated less than \$15,000.00 in sick time, he shall be allowed to continue to accrue compensable sick time to a maximum terminal pay-out of \$15,000.00. If an existing District employee is hired for a unit position, and he has accumulated \$15,000.00 in compensable sick time or more, he shall not be allowed to continue to accrue further compensable sick time and shall be capped at his existing level for terminal sick time pay. By way of example, if an existing District employee is hired to fill a unit position, and he has already accrued \$20,000.00 in terminal sick time pay, he shall be limited to \$20,000.00 in terminal sick time pay regardless of accumulated time at his date of termination of employment. Nothing in this Article shall prohibit employees from accruing non-compensable sick time. Members currently in the unit will continue to accrue sick time in accordance with the cited Terminal Pay on the Basis of Sick Leave Schedule.

This benefit shall be paid only once for each employee.

Negotiated agreed upon language:

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Under Absence after Reporting for Duty, Add: prior to 11:30 AM will be charged a half of sick day. **Remove:** after reporting for duty will be paid for that day, and this day will not be charged to his/her sick leave.

Under Terminal Pay on the Basis of Sick Leave:

Change: may to shall

Add: Second paragraph

Change in Terminal Payout on Accumulated Sick days

Add: Terminal Pay on the Basis of Sick Leave for 2016-17: Pay Incentive payout

Remove: Terminal pay language for new hires

Buy Back Option for unused personal and vacation time

Add the words each year in: This benefit shall be paid only once for each employee each year.

Sick leave is defined by Revised Statues 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."

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-5	20 days
15 & 1 day-20	25 days
20 & 1day-25	30 days

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25 & 1 day-30	60 days
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All current employees shall be grand fathered in 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-5	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.

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.

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

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

Accumulated Sick Days	2015-2016	2016-2017	2017-2018	2018-2019
Days 1-100	\$ 124	\$ 144	\$ 144	\$ 184
Days 101-200	\$ 170	\$ 190	\$ 190	\$ 230
Days 201 plus	\$ 193	\$ 213	\$ 213	\$ 253

Terminal Pay on the Basis of Sick Leave for 2016-17: Upon written notification to the Office of the Superintendent by December 9, 2016, any employee with fifteen years or more of service who retires by June 30, 2017 may, upon termination of Employment, receive the following compensation.

Accumulated Sick Days	2016-17
Days 1 plus	\$ 205

The above mentioned Terminal Pay on the Basis of Sick Leave for the 2016-17 contract will sunset at 12:00 AM EST. on July 1, 2017. The Terminal Pay rate will then revert back to the last year of the 2016-2017 rate. Payment will be over a two year period: 50 percent on July 1, 2017 and 50 percent on July 1, 2018.

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. (Add)

For the school year:

2015-16: none

2016-17: 10 month employee = 2 buy back days, New hire to unit in 2016-17 = 1 buy back day

12 month employee = 4 buy back days, New Hire to unit in 2016-17 = 2 buy back days

2017-18: As written above

2018-19: As written above

Article 12 – Excused Absences

No Change

Article 13 – Leaves of Absence

Approved: ~~May 2015~~

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**Current language reads:*

A. Child-rearing & Disability

Child-rearing

1. The Board of Education shall grant child-rearing leave, without pay, in accordance with the following procedure:
2. All initial applications for and applications for extensions or reductions of child-rearing leave shall be made in writing to the Superintendent.
3. 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.
4. The request for child-rearing leave shall specify the date when the Administrator wishes the leave to commence and terminate.
5. 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.
6. 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.
7. 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.

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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.

8. 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 Administrator shall have been denied her/his request under Paragraph 6 to return to employment.
9. 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.
10. 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.

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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:
5. Her administrative performance substantially declines from the period preceding pregnancy.
6. 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. Advanced Study

1. The Board feels that, in certain cases, benefits will accrue to the school system if Administrators are granted a one-year's leave of absence, without pay, for advanced study. The Administrator must have acquired tenure in the Belleville District as a prerequisite.

Request(s) shall be submitted in writing to the Office of the Superintendent at least one (1) contractual year prior to its commencement.

2. The Board will therefore give consideration to such application after they have been revised and recommended by the Superintendent.
3. The advanced study activities must be directly related to Administration, Supervision or for an advanced degree program.
4. The said Administrator(s) shall remain in the system at least five (5) years after his/her return, if this were the desire of the Board of Education.
5. The denial of the request for such leave by the Board shall not be arbitrable nor actionable at law.

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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 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.

Negotiated agreed upon language:

Under Maternity Disability Change 5 to A and 6 to B

Remove: B. Advance Study

Add: Military Leaves

A. Child-rearing & Disability

Child-rearing

1. The Board of Education shall grant child-rearing leave, without pay, in accordance with the following procedure:
2. All initial applications for and applications for extensions or reductions of child-rearing leave shall be made in writing to the Superintendent.
3. 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.
4. The request for child-rearing leave shall specify the date when the Administrator wishes the leave to commence and terminate.
5. 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.

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6. 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.
7. 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.

8. 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 Administrator shall have been denied her/his request under Paragraph 6 to return to employment.
9. 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.
10. 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,

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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:
 - 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

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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 the 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 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

*Current language reads:

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. Should the mandatory contribution required by the State of New Jersey change during the pendency of this Contract, all employees will be required to comply with the terms of such change on the effective date or on the next July 1st after the change is adopted.

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Negotiated agreed upon language:

Add back in, last paragraph: Opt out Plan – Language according to Statute needed

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. Should the mandatory contribution required by the State of New Jersey change during the pendency of this Contract, all employees will be required to comply with the terms of such change on the effective date or on the next July 1st after the change is adopted.

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 given to each employee, each year that they “opt out” of the medical plan. This is entirely optional. For married employees in the same bargaining unit, “opt out” shall be mandatory.

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

No Change

Article 16 – Transfers

No Change

Article 17 – Member Evaluation

**Current language reads:*

Non-tenured members are to receive at least three (3) written performance evaluations each school year by the appropriate administrator, and they will sign and receive a copy of the original evaluation.

Tenured members are to receive at least two (2) evaluations each school year, signing and receiving a copy thereof.

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All evaluations will be discussed by the Superintendent of Schools or Assistant Superintendent of Schools or Director of Curriculum and Instruction, 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.

Negotiated agreed upon language:

Remove: First two paragraphs

Add: New first paragraph

Remove: or Director of Curriculum and Instruction

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

No Change

Article 19 – Twelve Month Administrators Vacation Policy

**Current language reads:*

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.

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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 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 accumulated sick day account.

Negotiated agreed upon language:

Under the 6 paragraph, Add: (1/240)

Under Paragraph 7, Add: her

Add Vacation roll over days

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.

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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 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

No Change

Article 21 – Conventions

No Change

Article 22 – Use of Automobile

No Change

Article 23 – Representation Fee

No Change

Article 24 – Salary

**Current language reads:*

For each year of this agreement, an administrator possessing a doctorate degree will receive two thousand dollars (\$2000) over the structured salary guide.

2014-2015 Guide		SUP 10	SUP 10 7	SUP 10 + 7	AP10	AP10 7	AP10 + 7	SUP 12	AP12	ESP	ESP 7	ESP+7	DIR	MSP	HSP
Old Steps	New Steps														
	1	95,000	3,325	98,325	95,000	3,325	98,325	109,144	109,144	99,000	3,465	102,465	116,000	115,000	125,000
	2	99,000	3,465	102,465	99,000	3,465	102,465	114,660	114,660	104,807	3,668	108,475	123,680	122,441	132,546
1	3	112,152	3,925	116,078	112,152	3,925	116,078	127,154	127,154	120,724	4,225	124,949	130,607	129,299	139,970
2	4	118,580	4,150	122,731	118,580	4,150	122,731	133,581	133,581	127,154	4,450	131,605	142,077	139,970	149,427
3	5	126,077	4,413	130,490	126,077	4,413	130,490	137,391	137,391	135,267	4,734	140,001	148,505	150,733	160,041
4	6	132,109	4,624	136,733	132,109	4,624	136,733	152,269	152,269	144,315	5,051	149,366	160,475	163,962	171,152

Approved: May 2015

149,366
 7800

 157,166

149,366
 9500

 158,866

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Longevity										
15 Years + 1day	7,800	7,800	7,800	7,800	7,800	7,800	7,800	7,800	7,800	7,800
20 Years + 1day	9,500	9,500	9,500	9,500	9,500	9,500	9,500	9,500	9,500	9,500
25 Years + 1day	9,900	9,900	9,900	9,900	9,900	9,900	9,900	9,900	9,900	9,900
30 Years + 1day	10,400	10,400	10,400	10,400	10,400	10,400	10,400	10,400	10,400	10,400
34 Years + 1day	10,900	10,900	10,900	10,900	10,900	10,900	10,900	10,900	10,900	10,900

Longevity: New hires after January 1, 2012 shall not be entitled to longevity pay. This shall apply to new hires from outside the District. If an existing District employee is hired for a unit position, and they are receiving longevity by virtue of their existing position, they shall continue to receive the longevity payment under their prior contract but shall not be entitled to any increases in such payment. By way of example, an in-district teacher receiving longevity for 20 years of service under the B.E.A. contract will continue to receive said longevity, but shall not receive longevity payments set forth in the Administrator's contract nor shall such payments be increased for any reason unless amended by future contract of this unit. Current members will continue to receive longevity recognition as cited in the current longevity schedule.

Negotiated agreed upon language:

Change: In Doctorate Pay, from \$2000.00 to \$2500.00

Change: In Salary

No more Steps: Minimum Hiring Guide

Change: In Longevity

Remove: Present Longevity pay Language

Add: New Longevity pay Language

For each year of this agreement, an administrator possessing a doctorate degree will receive-two thousand five hundred dollars (2500.00) over the structured salary guide.

Salary: 15/16 – 2.5% 16/17 – 2.5% 17/18 – 2.5% 18/19 – 2.5%

2015-2019 Minimum Hiring Guide	SUP10 +7	AP10 +7	SUP 12	AP 12	ESP +7	DIR	MSP	HSP
	98,325	98,325	109,144	109,144	105,027	118,900	117,975	128,125

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Longevity 2015-2019									
	2015-16	2016-17	2017-18	2018-19					
15 Years + 1day	7,900	8,200	8,400	8,600					
20 Years + 1day	9,600	9,800	10,000	10,200					
25 Years + 1day	10,000	10,200	10,400	10,600					
30 Years + 1day	10,500	10,700	10,900	11,100					
34 Years + 1day	12,000	12,000	12,200	12,400					

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 25 – Reproduction And Distribution Of Agreement

No Change

Article 26 – Elementary Lunch Hour

No Change

Article 27 – New Principals

No Change

Article 28 – Tuition Reimbursement (Article 28 Term of Contract is now Article 29)

**No Current language 2014-15:*

Negotiated agreed upon language:

Article 28 – is changed to 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. Third, prior to the commencement of the coursework, a course approval request must be submitted, in writing, to the Superintendent of 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 **2015-2019**, 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 \$30,000.00 will be generated each year for such reimbursement.** If funds are

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unexpended in any year, the funds shall be absorbed back into the general fund. 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 nine (9) credits per year. All payments shall be made after the completion of the spring semester, but not later than July 31st each year.

Article 29 – Term of the Contract

*Current language reads:

This Agreement shall become effective on the first day of July, 2014 and shall remain in full force and effect for a period of three (1) year, and shall expire on the 30th day of June 2015.

Upon the signing of this agreement, it is agreed that the members of the Association of Belleville School Administrators will receive retroactive compensation for the 2014-15 contract.

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

Negotiated agreed upon language:

Date changes only

This Agreement shall become effective on the first day of **July, 2015** and shall remain in full force and effect for a period of **four (4) years** and shall expire on the 30th day of June **2019**.

Upon the signing of this agreement, it is agreed that the members of the Association of Belleville School Administrators will receive retroactive compensation for the **2015-19** contract.

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

Board Representative

ABSA Representative

Staff	15/16	16/17	17/18	18/19
Ricardo Acosta	153205	157035	160961	165158
Aida Cardona	155314	159197	163177	167430
Barbara Correnti	163685	167777	171971	176443
Thomas D'Elia	163685	167777	171971	176443
George Droste	155314	160576	164591	176270
Carmine Guinta	167241	171422	175708	175709
Diana Kelleher	141869	145416	149051	152950
Ryan Kline	146649	150315	154073	158097
Joseph Lepo	118683	121307	124340	127625
Russell Pagano	174575	178939	183413	188171
Daniel Sanacore	118683	121307	124340	127625
Michael Vargas	131427	134713	138081	141706
Shana Wright	144499	147769	151463	155423
Dora Cavallo	152353	156162	160066	163707
Lucy Demikoff	152353	156162	160066	163707
Caleb Rhodes	152353	155819	159714	163707
Joseph Rotonda	141869	145416	149051	152777
Nanette Rotonda	152353	156162	160066	160067
Susan Rovell	152353	156162	160066	163707
	2838465	2909433	2982169	3056723
	2838471	2909433	2982169	3056723
	2.50%	2.50%	2.50%	2.50%

*Increment funded outside the guide

9/16/2016

Giovanni Cusmano*	123680	126772	129307
Matthew Sullivan *	109144	111873	114110
MaryAnn Gilligan *	98325	100783	102799