

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

2014-2015

Contract Administrators 2014-2015

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	6
	A. Rights & Protection in Representation	6
	B. Required Appearances	6
	C. Right to Review File	6
	D. Right to be Present	6
	E. Third Party Grievances	6
8	Negotiations Procedures	6
9	Grievance Procedures	7
	Definitions	7
	Purpose	7
	Procedure	8
10	Duties	9
11	Sick Leave	10
	Definition	10
	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	12
12	Leaves of Absences	12
	A. Death in Family	12
	B. Jury Duty	13
	C. Personal Reasons	13
13	Leaves of Absence	14
	A. Child-rearing & Disability	14
	B. Advanced Study	16
	C. Other Leaves	17
14	Insurance Coverage	17
15	Selection & Reassignment of Personnel	17
16	Transfers	18
17	Member Evaluation	18

Contract Administrators 2014-2015

18	School Calendar	18
19	Twelve Month Administrators Vacation Policy	19
20	Employment During Vacation Periods	20
21	Conventions	20
22	Use of Automobile	20
23	Representation Fee	20
	A. Purpose of Fee	20
	B. Amount of Fee/Notification	20
	C. Deduction and Transmission of Fee	21
	D. Indemnifications & Save Harmless Provision Liability	21
	E. Membership Availability & Demand & Return System	22
24	Salary	22
25	Reproduction And Distribution of Agreement	23
26	Elementary Lunch Hour	23
27	New Principals	23
28	Terms of the Contract	24

Contract Administrators 2014-2015

Agreement Between the Belleville Board of Education & the Association of Belleville School Administrators - 2014-2015
--

Preamble

This Agreement made this 1st day of July, 2014 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.

Principal - High School

Principal - Middle School

Principals - Elementary

Assistant Principals

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

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 2014-2015

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 18:A & 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.

Contract Administrators 2014-2015

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.

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.

E. Third Party Grievances: At any hearing held before the Board of Education concerning a grievance that is brought by a third party and that affects and is directed at any Administrator, the Association shall be entitled to be present at the entire proceeding and hearing (not including Board deliberation) and shall have the right to pose questions to the witnesses and to the Chairperson of the proceeding and hearing.

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 October 1, of the calendar year next, preceding the calendar year in which this Agreement expires.

Contract Administrators 2014-2015

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.

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 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

Contract Administrators 2014-2015

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-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

Contract Administrators 2014-2015

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.

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.

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. 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.
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.

Contract Administrators 2014-2015

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."

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
25 & 1 day-30	60 days

Contract Administrators 2014-2015

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

Contract Administrators 2014-2015

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.

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

Contract Administrators 2014-2015

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.

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. No career cap will be imposed on the number of accumulated personal business days.

Contract Administrators 2014-2015

Article 13 – Leaves of Absence

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.

Contract Administrators 2014-2015

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.

Contract Administrators 2014-2015

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.

Contract Administrators 2014-2015

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

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.

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

Contract Administrators 2014-2015

Administrators will be given adequate opportunity to make application for such positions and no 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

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.

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.

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.

Contract Administrators 2014-2015

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

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 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.

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.

Contract Administrators 2014-2015

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 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 – Representation Fee

A. Purpose of Fee

If an Administrator does not become a member of the Association during any membership year (i.e., from September 1 to the following August 31), which is covered in whole or in part by this Agreement, said Administrator will be required to pay a representation fee to the Association for that membership year. The purpose of this fee will be to offset the Administrator's per capita cost of services rendered by the Association as majority representative. This fee shall not be used for any payment to any State or National Association, nor for any political purposes.

B. Amount of Fee/Notification

Prior to the beginning of each membership year, the Association will notify the Board in writing of the amount of the regular membership dues, initiation fees and assessments charged by the Association to its own members for that membership year. The representation fee to be paid by non-members will be equal to 85% of that amount.

As of 2008-2009, the Board will assume the cost of PSA dues for all members.

Contract Administrators 2014-2015

C. Deduction and Transmission of Fee

Once during each membership year covered in whole or in part by this Agreement, the Association will submit to the Board a list of those employees who have not become members of the Association for the then current membership year. The Board deduct from the salaries of such employees, in accordance with Paragraph 1 below, the full amount so deducted to the Association.

The Board will deduct the representation fee in equal installments, as nearly as possible, from the paychecks paid to each employee on the aforesaid list during the remainder of the membership year in question.

1. Mechanics

Except as otherwise provided in this Article, the mechanics for the deduction of the representation fees and transmission of such fees to the Association will, as nearly as possible, be the same as those used for the deduction and transmission of regular membership dues to the Association.

2. Changes

The Association will notify the Board, in writing, of any changes in the list provided for in paragraph 3 above.

D. Indemnifications and Save Harmless Provision Liability

The Association agrees to indemnify and hold the Board harmless against any liability that may arise by reason of any action taken "by the Board in complying with the provisions of this Article, provided that:

(a) The Board gives the Association timely notice in writing of any claim, demand, suit or other form of liability in regard to which it will seek to implement this paragraph; and

(b) If the Association so requests in writing, the Board will surrender it to full responsibility for the defense of such claim, demand, suit or other form of liability and will cooperate fully with the Association in gathering evidence, securing witnesses, and in all other aspects of said defense.

Contract Administrators 2014-2015

E. Membership Availability and Demand and Return System

Membership in the Association is available, to all employees on an equal basis, and the Association has established and maintains a demand and return System that complies with the requirements in Sections 2(c) and 3 of the Act.

(THIS SECTION INTENTIONALLY LEFT BLANK.)

Article 24 – Salary

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

Longevity											
15 Years + 1day	7,800	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	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	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	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	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

Contract Administrators 2014-2015

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.

Article 25 – 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 26 – 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 27 – 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.

**Contract Administrators
2014-2015**

Article 28 – Term of the Contract

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:

Board Representative

ABSA Representative