

AGREEMENT

BETWEEN

BOARD OF EDUCATION OF THE TOWNSHIP OF WEST ORANGE AND

THE ADMINISTRATORS' ASSOCIATION OF THE

WEST ORANGE PUBLIC SCHOOLS

FOR THE PERIOD

7/1/2015-6/30/2019

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PREAMBLE

THIS AGREEMENT, made as of this 12th day of December, 2016, between the Board of Education of the Township of West Orange, in the County of Essex, hereinafter called the "Board", and the Administrators' Association of the West Orange Public Schools, hereinafter called the "Association".

WHEREAS, the Board and the Association have carried on negotiations in order to implement the provisions of N.J.S.A. 34:13A-1 et seq. (New Jersey Employer-Employee Relations Act) 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 a collective negotiations agreement.

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

ARTICLE I

RECOGNITION

The Board recognizes the Association as the majority representative in accordance with N.J.S.A. 34:13A-1 et seq. for the following positions:

- A. (i) Principals; (ii) Assistant Principals; (ii) Directors whose position requires a principal's or other appropriate certificate; and (iv) Ten (10) Month and Twelve (12) Month Department Supervisors, but excluding the position of Assistant Superintendent, Director of Special Services, Director of Technology and Director of Human Resources. All of the foregoing included positions are herein collectively referred to as "Certificated Employees" and individually as a "Certificated Employee."

Director of Buildings and Grounds referred to as "Non-certificated Employees".

ARTICLE II

WORK YEAR

- A. The following work year shall apply to Principals, Assistant Principals, Directors and the twelve (12) month Supervisor. It is commonly referred to as a "12-month contract," which shall be defined as follows:

1. Between September 1 and June 30, the employment calendar shall coincide with the regular school calendar (the "School Calendar"), except that the time between September 1 and the opening day of school, and the time between the closing day of school and June 30 shall be considered as required days of employment.
 2. In addition, the weeks between July 1 and September 1 shall be considered as required weeks of employment.
 3. The work year for "12-month employees" set forth above is subject to the provisions for vacations set forth in this Agreement.
- B. The work year for all Department Supervisors shall be what is commonly referred to as a "10 month contract," which shall be defined as follows:
1. Between September 1 and June 30, the employment calendar shall be the School Calendar, except that the time between September 1 and the opening day of school, and the time between the closing day of school and June 30 shall be considered as required days of employment.
 2. In addition, Department Supervisors will work an additional ten days during the months of July and August. Seven of these ten days will be at the discretion of the Superintendent and the three remaining days, which are mandatory, will be the three work days just prior to September 1.
- C. 3. In the event that a Department Supervisor is required to perform any summer work during a period of time that exceeds that supervisor's requisite number of summer work days, such supervisor will be compensated at a rate of \$500 per day for a maximum of time not to exceed three (3) days. The exact number of days will be determined by and granted with the approval of the Superintendent. All Non-certificated Employees shall work the central office calendar (the "Central Office Calendar"), which shall be defined as a 12 month calendar for the central office subject to the holidays as established each year by the Board and the vacations set forth in this Agreement.
- D. It is recognized that emergency situations may arise wherein the presence of the Certificated Employees may be necessary, in which event they will respond.

ARTICLE III

VACATIONS

- A.
1. All Certificated Employees covered by this Agreement, who are "12-month employees", and who have completed one year of service, shall receive a

vacation of twenty-two (22) working days, accumulated at the rate of two (2) days per month worked.

2. Vacation days are not permitted from June 15 through June 30 without prior approval of the Superintendent.
 3. Vacation days are not permitted ten (10) work days prior to September 1 without prior approval of the Superintendent.
 4. An employee may also take part of his or her twenty-two (22) vacation days at other times during the work year, if the approval of the Superintendent is first obtained.
 5. Up to five (5) unused vacation days may be carried over into the following year during each year of the contract. No more than five (5) unused vacation days may be in an employee's vacation day bank at any time. Any carry over days must be used in the following year or will be forfeited.
 6. In the event that a Certificated Employee is required to work by the Board or the Superintendent during the part of the summer when vacations would normally be taken, in order to cooperate with the Superintendent in fulfilling the needs of the school system, and is therefore prevented from taking vacation, he or she shall, as determined by the Board, be paid in lieu of the vacation or paid in part for the vacation and permitted to accumulate the portion of his or her vacation for which he or she is not paid.
 7. Each Certificated Member of the Association employed on a twelve-month basis shall, upon leaving the district, be permitted to exchange ten accrued/unused vacation days for a current per diem compensation. These days shall be considered in addition to and apart from the vacation days due to the member for the year of departure. Therefore, the maximum number of days for which a Certificated Employee shall be paid is twenty-two (22) earned vacation days from July 1- June 30th of the year prior to the date of departure plus 10 accrued/unused vacation days from previous years.
- B. All Non-certificated Employees covered by this Agreement shall be eligible for vacations according to the following conditions:
1. Request for earned vacation time must be made to the employee's supervisor in advance of the vacation through the AESOP (or any successor) system. The supervisor of the employee must approve the proposed vacation by appropriate entry onto the AESOP (or any successor) system.
 2. In addition to school vacations and holidays designated by the Board of Education, all Non-certificated Employees who have worked at least four (4) months shall be entitled to two (2) days earned vacation for each month

worked during the school year, not exceeding twenty- two (22) days in any one year. The vacation period shall run from the following July 1 to June 30.

3. In the event that a Non-Certificated Employee shall not use all vacation days in a single school year, up to five (5) vacation days may be carried over into the following school year. . No more than five (5) unused vacation days may be in an employee's vacation day bank at any time. Any carry over days must be used in the following year or will be forfeited.

ARTICLE IV

REASSIGNMENT AND ADDITIONAL ASSIGNMENTS

- A. The Board recognizes that the employees have a valid interest in the positions to which they are assigned. The Board agrees that in the event of a proposed reassignment, the employee shall be consulted with respect thereto as soon as possible and prior to formal Board action on the reassignment. The Association recognizes that the reassignment of employees is the exclusive prerogative of the Board.

This provision is too limiting because it limits the additional comp to only people filling in the principal position

- B. Whenever an Assistant Principal, Director or Department Supervisor replaces, in an acting capacity, a unit member who has retired, resigned, or is ill, and performs such duties in addition to his or her regular administrative duties, he/she shall be paid, in addition to his/her regular compensation, a monthly stipend of \$1,500 after having worked 20 days in the position of acting Principal as compensation for the additional responsibilities.

This provision allows the District to assign a lot of additional work and not pay any additional comp. This is unfair also

- C. It is understood that while Department Supervisors supervise different grade levels, all follow the same salary structure. The Board shall have the right to reassign Department Supervisors to different grade levels without payment of any additional compensation therefor. For example, a K-5 supervisor could be reassigned as a K-12 supervisor and such supervisor shall have no claim for additional compensation by reason of any additional responsibilities as a result thereof.

ARTICLE V

DUTIES

The members of the Association agree to perform their duties in accordance with the Agreement, the rules, regulations, policies and by-laws of the Board, the State Board of Education and the statutes pertinent thereto.

ARTICLE VI

NEGOTIATIONS

The parties agree that all negotiable items raised by the parties have been discussed during the negotiations leading to this Agreement, and therefore agree that the negotiations will not be reopened on any item, whether contained herein or not, during the life of this Agreement, unless by mutual consent.

ARTICLE VII

INSURANCE

The Board shall provide insurance protection as specified in Appendix "C" hereto.

ARTICLE VIII

TUITION AID/PROFESSIONAL DEVELOPMENT

- A. The Board and the Association recognize that continued professional growth is a joint responsibility of the employee and the West Orange School System.
- B. To that end, subject to the total tuition allocation limitation set forth in Appendix "A", the Board agrees, for the term of this Contract, to reimburse employees covered by this Agreement for graduate tuition up to that amount charged per credit by the state universities of New Jersey for credits taken at any such state college or, for credits taken at accredited recognized educational institutions other than a state university, shall reimburse the employee's tuition up to in the in-state part time graduate student rate charged per credit by Montclair State University for approved course credits completed with a maximum of fifteen (15) course credits taken in any one year (July 1-June 30), in accordance with the Tuition Aid Plan, which is attached hereto as Appendix "A".
- C. If the Board of Education directs an Association member to participate in a specific program of professional development, the Board shall pay full tuition, registration and related costs.
- D. Prior approval from the Superintendent and the Board of Education is required for attendance at workshops and state or national conferences. The decisions on such approval shall not be subject to the grievance process and shall not be arbitrable. Reimbursement or payment for such expenses shall be in accordance with N.J.S.A. 18A:6-8.5 and 8.6, all applicable New Jersey regulations and Board policies.

ARTICLE IX

SALARIES

- A. The salary increase for all Employees covered by this agreement is below. With the exception of the salaries for Department Supervisors, all salaries for 12 month Certificated Employees are based upon the School Calendar. The salaries for Department Supervisors are for a 10-month work year plus the additional 10 days specified in Article II.B based upon the School Calendar.
- B. The base salary is the 2014-15 salary. Base salary increases for administrators for the period of July 1, 2015 through June 30, 2019 (the contract period), shall be determined as follows for each contract year:

2015-2016: \$3,619
2016-2017: \$3,717
2017-2018: \$3,810
2018-2019: \$3,905

Four Year Contract Total: \$15,051 for each unit member to be prorated when appropriate.

- C. The initial salary for newly employed administrators will be mutually agreed upon by the employee and the superintendent. The superintendent reserves the right to make the final determination of this initial salary, which will be recommended to the Board of Education. The initial salary determination shall not be subjected to the grievance procedure and shall not be arbitrable.
- D. During the contract period, the following minimum salaries shall be in effect:

HS PRINCIPAL	\$124,000
PRINCIPAL	\$115,000
ASSISTANT PRINCIPAL	\$105,000
DIRECTOR	\$110,000
SUPERVISOR	\$90,000

Minimum salary: A newly hired administrator's salary in any year of this Agreement shall be at least the minimum salary specified above for his/her title.

- E. Any administrator who in the future achieves the following degree level will receive an increase to the base salary prorated to July/September 1 or January 1 or the date of hire based on the date the level change is attained.

MA+30 \$2,000

MA+45	\$1,000
DR	\$4,000

- F. The per diem calculation will be at a rate of 1/240 for 12-month employees and 1/210 for 10-month employees.
- G. Increments may be withheld by the Board pursuant to N.J.S.A. 18A.
- H. Employees who are hired on or before February 1 of any school year are eligible to advance in salary for the following school year. Employees hired after February 1 of any school year shall not advance in salary for the following school year.
- I. The initial salary of a newly appointed Non-certificated Employee shall be as agreed upon by such employee and the Superintendent.
- J. A Non-certificated Employee shall be placed upon the longevity guide set forth in Section G upon the completion of fourteen (14) years of service in the West Orange School District at the level entitled "Completion of 14-18 years of service", prorated from the relevant service completion anniversary date.
- K. Longevity Guides

Longevity will be awarded by years of service in the district to all current WOOA members hired as of 8/1/2016.

Current WOOA Members as of 8/1/2016

Completion of 9 – 13 years of service	\$6,404.00
Completion of 14 – 18 years of service	\$7,829.00
Completion of 19 – 23 years of service	\$9,254.00
Completion of 24 – 28 years of service	\$10,679.00
Completion of 29 years of service or over	\$12,104.00*
	(Sunsets 6/30/19)

*The 29th year longevity step will terminate at the end of 2018-2019. An employee receiving longevity for 29 years and over will continue to receive the longevity payment of \$12,104.00 until he/she is no longer an employee of the district.

2. A WOE member who becomes a member of WOOA will carry over his/her years of service in the district and be awarded longevity after completion of the 14th year of service at a rate of \$6,404.00 until he/she is no longer an employee of the district.

3. A WOOA member who is hired after 8/1/2016 with no years of service or with a break in service within the district will be awarded longevity after completion of the 14th year of service at a rate of \$6,404.00 until he/she is no longer an employee of the district.

- L. Administrators supervising summer schools, as currently constituted, will receive \$1000 compensation for the services that they render in this capacity
- M. Supervisor of World Language/ESL K-12 and Supervisor of Career Education/Library Sciences K-12 will each receive a pensionable stipend of \$4,000 for additional responsibilities.
- N. The Director of Buildings and Grounds may be assigned to work related to Asbestos, Right to Know and Integrate Pest Management. If such work is assigned, there will be a \$6,000 stipend.

ARTICLE X

SELECTION OF PERSONNEL

- A. The Board recognizes that Principals, Directors and Supervisors have a valid interest in the personnel selected and assigned to work under their supervision. The Board agrees that, in the processing of proposed candidates for positions to work under said Administrators, such proposed candidates will be interviewed by said Administrators, who shall make written recommendations or evaluations for consideration by the Superintendent; however, the Association recognizes that the selection and assignment of personnel is the exclusive prerogative of the Board.
- B. Building administrators will have direct input into the hiring, transferring and evaluation of custodial staff.

ARTICLE XI

SABBATICAL LEAVE

A sabbatical leave shall be granted to a Certificated Employee covered by this Agreement by the Board for study, for travel, or for other reasons of value to the school system, subject to the following conditions:

- A. If there are sufficient qualified applicants, sabbatical leaves shall be granted to one (1) employee covered by this Agreement at any one time, as approved by the Superintendent.
- B. Requests for sabbatical leave must be received by the Superintendent in writing no later than December 1, and action must be taken on all such requests no later than February 1 of the school year preceding the school year for which the sabbatical leave is requested.
- C. The plan is as follows:

One (1) year's leave at 80% after seven (7) years of service to the District.
- D. Upon return from sabbatical leave, an Administrator shall be placed on the salary schedule at the level which he or she would have achieved had he or she remained actively employed in the system during the period of his or her absence.
- E. The Board's present policy regarding sabbatical leaves remains in full force and effect except as herein above modified.

ARTICLE XII

FINANCIAL TERMS OF THIS AGREEMENT

The Association acknowledges the right of the Board to alter and amend its rules concerning the operation of the schools, based upon educational needs. The Board agrees, however, that it will not alter the basic financial terms of this contract, specifically:

- A. Salaries for the work year
- B. Sick Days
- C. Personal Days
- D. Emergency Leave
- E. Vacations
- F. Insurance Protection (except as permitted under Appendix "C"); and
- G. Tuition Aid Plan; during the terms of this Agreement without making appropriate adjustments as to these basic financial terms, with the employees covered by this Agreement.
- H. Mentoring fees will be the responsibility of the Board of

Education. Any associated monies will be paid by the Board of Education directly to the assigned mentor.

ARTICLE XIII

EMPLOYEE ABSENCES

Employees shall be granted absence from employment as presently established by the By-laws, and Policies of the West Orange Board of Education, which is attached hereto as Appendix "B" (for reference).

ARTICLE XIV

GRIEVANCE PROCEDURE

A. STATEMENT OF PURPOSE

1. The primary purpose of this procedure is to secure promptly and at the lowest possible level possible, equitable solutions of claims of the aggrieved person. Both parties agree that these proceedings shall be kept as confidential so far as practicable at each level of this procedure.
2. It is recognized that all complaints and grievances will be processed in good faith by both parties. Since it is important that grievances be processed as rapidly as possible, every effort shall be made to expedite the process.

B. DEFINITIONS

1. A "complaint" is an expression of dissatisfaction in an unwritten form.
2. A "grievance" is an alleged violation of the application meaning or interpretation of any provisions of this Agreement.
3. The term "grievance" and the procedure relative thereto shall not be deemed applicable in the following instances:
 - a. The failure or refusal of the Board to renew a contract of a non-tenure employee
 - b. In matters where a method of review is prescribed by any rule, regulation or by-laws of the State Commissioner of Education or the State Board of Education;
 - c. In matters where the Board is without authority to act;
 - d. In matters involving the sole and unlimited discretion of the Board;

- c. In matters where the discretion of the Board may not be unlimited but, where, after the exercise of such discretion, a further review of the Board's action is available to employees under provisions of State Law.
4. The term "Superintendent" shall mean the Superintendent of Schools or his/her designee.
5. The term "employees" includes all individuals who are represented by the Administrators' Association of the West Orange Public Schools, including both Certificated Employees and Non-certificated Employees.
6. The term "person" means an aggrieved employee within the Negotiating Unit. The term "Board" means the Board of Education.
7. The term "days" shall mean school days.
8. There shall be a "grievance committee" made up of representatives of the Association.

C. GRIEVANCE PROCEDURE

1. In the presentation of a grievance, the aggrieved may represent himself/herself, or be represented by the Association. In the event the aggrieved chooses to represent himself/herself, the Association shall be a third party to the grievance procedures, and shall be notified of all hearings and may present its position as to the grievance involved.
 - a. A complaint shall be first discussed orally with the complainant's immediate superior as outlined in the Board's Table of Organization.
 - b. Should a complainant not be satisfied with the result of oral discussion of the complaint, he or she may then file the grievance in writing, with his/her immediate superior within thirty (30) calendar days of the event that is being grieved, with a copy of said grievance to the Association, specifying:
 - (1) A statement of the grievance.
 - (2) The results of the previous discussion.
 - (3) The basis, as set forth in B.2., his/her dissatisfaction with the determination. The immediate supervisor shall respond in writing within thirty (30) calendar days of the event that is being grieved.

2. In the event that a grievance is not resolved to the satisfaction of the aggrieved, the aggrieved may, within ten (10) days of the determination of the immediate supervisor, submit his/her grievance, in writing, to the Superintendent. The Superintendent shall hold a hearing, within forty-five (45) calendar days of receipt of the grievance, at which time the aggrieved person, the Association or its representative, and such other persons as the Superintendent or the Association may require, shall have an opportunity to be heard.
3. Within ten (10) days after said hearing, the Superintendent shall, in writing, advise the aggrieved and the Association of his/her determination, and shall forward a copy of said determination to the immediate superior of the aggrieved employee.
4. In the event of the failure of the Superintendent to act in accordance with the provisions of Paragraphs C.3. and C.4. or if his/her determination is deemed unsatisfactory by the aggrieved person, the aggrieved person, within five (5) days of the time of failure of the Superintendent to act, or within five (5) days of the determination by him/her, may appeal to the President of the Board of Education.
5. Where the appeal is taken to the Board, there shall be submitted by the applicant a written statement containing the information set forth in B.2. and C.3. and C.4., and a further statement in writing, setting forth the appellant's basis for dissatisfaction with the Superintendent's determination. A copy of said statement shall be furnished to the Superintendent and the other party in interest.
6. The Board shall make a determination within ten (10) days from the hearing and shall, in writing, notify the employee, his/her representative (if there be one) and the Superintendent of its determination. The time period may be extended by mutual agreement of the parties.
7. No grievance shall be considered unless the same has been filed within thirty (30) days of its occurrence as provided in section C.2 above
8. In the event the Association is dissatisfied with the determination of the Board, it shall have the right to request binding arbitration.
9. The Board and the Association shall mutually agree upon an arbitrator chosen from a panel of (7) names supplied by the Public Employment Relations Commission. The arbitrator chosen, shall, insofar as possible, have had experience in the field of education and experience in the settlement of disputes in the area of public employment. The Board and the Association shall alternately strike off one name, and in succeeding grievance cases, the parties shall alternate which one shall strike the first

name on the panel. The cost of the arbitrator shall be borne equally by the Board and the Association. Arbitration shall apply only to matters which can be processed through the grievance procedure herein and not to salaries to new terms for any succeeding Agreement.

The power and authority of the arbitrator shall be limited to the construction and interpretation of this Agreement as applied to the subject of the particular grievance involved. He/she shall have no authority or power to add to, delete, disregard or modify any of the provisions of this Agreement. The decision of the arbitrator, within the authority herein prescribed, shall be final and binding upon the parties.

ARTICLE XV

MANAGEMENT TEAM

- A. The Board recognizes the role of Certificated Employees, the Director of Buildings and Grounds as members of the management team and agrees to receive and consider their concerns and suggestions with respect to contract negotiations with all employee groups whom such Administrators supervise and whose contracts they must enforce. This will be accomplished by means of a Management Team, which will confer with the Board's Negotiating Team at appropriate times in the negotiations process.
- B. The Superintendent of Schools agrees to meet with the Executive Board of the Association for the purpose of discussing topics of mutual interest. Meetings shall be scheduled at times and places that are agreeable to both parties.

ARTICLE XVI

RETIREMENT COMPENSATION

- A. Upon retirement from a State administered system, after twenty (20) years of service with the District or upon leaving the District after twenty-five (25) years of service with the District, each Certificated Employee who has accumulated at least fifty (50) sick leave days, during and from service in the District, shall be entitled to receive compensation of \$125 for each unused sick day to the maximum compensation of \$25,000 if hired prior to May 21, 2010. Certificated Employees hired after May 21, 2010 shall be entitled to accumulated sick leave up to the maximum amount permitted in accordance with N.J.S.A. 18A:30-3.6.
- B. Upon retirement from a State administered retirement system, after twenty-five (25) years of service with the District, or upon leaving the District after fifteen (15) years of service with the District, each Non-certificated Employee who has

accumulated at least fifty (50) sick leave days, during and from service in the District, shall be entitled to receive compensation of \$114 for each unused sick day to the maximum compensation of \$17,200 if hired prior to May 21, 2010. Non-certificated Employees hired after May 21, 2010 shall be entitled to accumulated sick leave up to the maximum amount permitted in accordance with N.J.S.A. 18A:30-3.6.

- C. Notice of intention to claim the benefits provided herein must be made in writing to the Board on or before November 30 prior to the school year on which the retirement or leaving the District becomes effective. The benefit shall be paid to the Estate of an employee who has given notice of intent to retire and to claim the benefit but who dies before his or her retirement becomes effective. In the event an employee fails to give notice by November 30 for the reason that he or she has not at that time determined to retire, but subsequently due to some unforeseen reason such employee is compelled to retire, the employee shall give notice of the condition causing retirement as soon as possible. In the event such employee demonstrates valid reason to waive the November 30 notice date, he or she will receive the benefit provided. In the event of late notice of retirement without valid reason, or late notice of leaving the District, payment of the benefit will be deferred to the school year following the retirement date, unless such late notice is waived by the Board.
- D. The benefit shall be paid to the estate of an employee who has met the service requirements for the benefit if that employee dies (1) before retirement or (2) after retirement but before receipt of the benefit, irrespective of whether the employee filed a notice of intention to claim the benefit. In the event the benefit shall become payable to the estate of the employee, the estate must provide the Board with written notice of its claim to the benefit within (1) year of the death of the employee who earned the benefit, or the estate's right to claim the benefit shall be extinguished.

ARTICLE XVII

FUTURE NEGOTIATIONS

At any time after October 1, 2018 and upon thirty (30) days' notice given to either side, the parties hereto shall commence negotiations for a new Agreement for the next ensuing school year, or any additional periods that the parties may agree upon, provided that the Association shall prove continued majority representation of those employees in the appropriate unit under procedures approved by the Association and within N.J.S.A. 34:13 A-1 et seq.

ARTICLE XVIII

MISCELLANEOUS

- A. The fixed monthly automobile allowance for the High School Principal, and all Supervisors and, as determined by the Board, all other employees who are required to use a personal automobile in the performance of supervisory duties shall be \$75.00 per month. All other employees entitled to reimbursement other than at such fixed monthly rate shall be reimbursed for such travel at the prevailing I.R.S. approved rate, unless prohibited by state law. If prohibited by state law, the rate shall be the maximum allowable under state law, but shall not exceed the state approved rate.
- B. The shared cost of printing the contract by a professional printer shall be pro-rated by the number of copies requested by each party. The finalized Agreement shall be distributed to both parties within thirty (30) days after execution of the Agreement.
- C. The Board agrees to compensate Administrators for instruction for all in-service courses and new teacher orientation courses. Courses for which compensation will be paid will be designated by the Superintendent of Schools. A written document or contract, signed by the Superintendent of Schools and the Administrator(s) will serve as an agreement for which course will be compensated. It is understood that absent any such agreement, Administrators will continue to conduct staff development activities consistent with their responsibilities. The hourly rate will be \$125 during the term of this agreement.
- D. 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 applications shall continue in full force and effect.
- E. Any individual contract between the Board and an individual employee, heretofore or hereafter executed, shall be subject to and consistent with the terms and conditions of this Agreement. If any individual contract contains any language inconsistent with this Agreement, this Agreement, during its duration, shall be controlling.
- F. Wherever any notice is required to be given by either of the parties of this Agreement to the other, pursuant to the provisions of this Agreement, either party may do so at the following addresses:
 - 1. If by Association, to Board at 179 Eagle Rock Avenue
West Orange, NJ 07052

2. If by Board, to Association at 289 Main Street
West Orange, NJ 07052

ADMINISTRATORS' ASSOCIATION OF
THE WEST ORANGE PUBLIC SCHOOLS

BOARD OF EDUCATION OF THE
TOWNSHIP OF WEST ORANGE IN
THE COUNTY OF ESSEX

By: Marie DeMaio
Marie DeMaio, President

By: Ronald Charles
Ronald Charles, President

Attest:

Kimberly Mancarella
Kimberly Mancarella, Vice President
Hayden Moore Acting Vice
President

Attest:

John Calavano
John Calavano, Board Secretary

APPENDICES

APPENDIX "A"

TUITION REFUND PLAN

- A. In order for a Board of Education to provide an employee tuition assistance for coursework taken at an institution of higher education or additional compensation upon the acquisition of additional academic credits or completion of a degree program at an institution of higher education:
1. The institution shall be a duly authorized institution of higher education as defined in section 3 of P.L. 1986, c.87 (C. 18A:3-15.3);
 2. The employee shall obtain approval from the Superintendent of School prior to enrollment in any course for which tuition assistance is sought. In the event that the Superintendent denies the approval, the employee may appeal the denial to the Board of Education; and
 3. The tuition assistance or additional compensation shall be provided only for a course or degree related to the employee's current or future job responsibilities.
- B. This tuition refund policy is applicable to contracted full-time employees who are not on sabbatical or any other extended leave.
- C. Course Approval:
1. To insure that a proposed course will be approved for refund, the employee must submit an application for Tuition Aid to the Superintendent of Schools and receive approval of the course(s) prior to the first class meeting.
 2. The course or subject must be conducted under the auspices of a recognized educational institution accredited by the New Jersey State Department of Education for the granting of advanced degrees.
 3. Correspondence courses shall be approved.
- D. Tuition Refund:
1. Subject to the total tuition allocation limitation set forth in Section 4(b) below, the Board of Education shall refund the employee's tuition up to the amount charged per credit by the state universities of New Jersey for credits taken at any such state college or, for credits taken at accredited recognized educational institutions other than a state university, shall reimburse the employee's tuition up to in the in-state part time graduate student rate

charged per credit by Montclair State University for approved course credits completed with a maximum of fifteen (15) course credits taken in any one year (July 1-June 30) provided:

- a. The employee is actively employed by the Board at the time he/she registers for the course.
 - b. The employee has completed the course or subject, has received credit therefore, and has had the educational institution forward an official transcript to the Superintendent.
 - c. The employee completes the school year in which the application was approved and continues to be employed by the District for the following school year. Each year following the September meeting of the Board of Education, reimbursement shall be made for course work taken during the previous year (July - June 30).
 - d. If an employee is eligible to receive governmental or any other assistance for any course or subject which meets the requirements specified above, such an employee would be entitled to receive the difference, if any, between such assistance and the reimbursement allowed hereunder.
 - e. The costs of any fees, books, transportation, etc., are not eligible for reimbursement.
2. The Board shall pay no more than \$25,000 per school year towards tuition reimbursement to employees pursuant to Section 4(a) above. In the event that the total tuition reimbursement requests exceed \$25,000, then the tuition reimbursement shall be prorated amongst all applicants based upon the total tuition reimbursement requests.

APPENDIX "B"

ABSENCE OF EMPLOYEES

1. Sick Leave for Personal Illness

All twelve-month employees shall be allowed twelve (12) days absence annually with full salary for sickness in person or quarantine. All employees shall receive credit for their accumulated days of sick leave. Thereafter, all unused sick leave shall be added to the accumulated total. Full salary shall be paid for absence due to sickness until such accumulated leave is exhausted. Thereafter, full salary shall be deducted in accordance with the method of calculating the daily rate. Ten-month employees will be allowed ten (10) days absence annually with full pay for sickness or quarantine.

2. Extended Sick Leave

In the event of a prolonged or catastrophic illness which results in the employees' absence exceeding his or her accrued sick leave, the Superintendent will review the case and give consideration to extending salary payments. The Superintendent will have the sole discretion to act in each case, subject to approval by the Board..

3.

4. Credit for Unused Accumulated Sick Leave from Other School Districts in New Jersey

Credit for unused accumulated sick leave days from another school district in the State of New Jersey shall be granted by the board consistent with New Jersey Statutes (currently a maximum of 60 days). The employee must present a certificate from the prior district, listing the unused sick days. This request must be presented within the first year of employment.

5. Leave of Absence Due to Personal Illness

Employees may request in writing a leave of absence due to illness or health reasons. Such a request shall be made to the Superintendent of Schools who shall transmit the request for Board of Education action. The Board of Education reserves the right to grant special extension of such leave in individual cases which, in its judgment, are deserving of such.

6. Compensable Absence:

Whenever any employee is absent from his post of duty as a result of a personal injury caused by an accident arising out of and in the course of his employment, the Board of Education shall pay to such employee the full salary of wages for the

period of such absence charged to the annual sick leave or the accumulated sick leave provided in N.J.S.A. 18A:30-2 and 18A:30-3. Salary or wage payments provided in this section shall be made for absence during the waiting period and during the period the employee received or was eligible to receive a temporary disability benefit under Chapter 15 of Title 34 of the Revised Statutes. Any amount of salary or wages paid or payable to the employee pursuant to this section shall be reduced by the amount of any workers' compensation award made for temporary disability.

7. Emergency Absence:

In addition to leave for personal illness as defined previously, an employee may be allowed a maximum of five (5) days in any one year with full salary because of death or serious illness within the immediate family. A maximum of five (5) additional days may be granted with deduction of substitute's salary where such additional absence is necessary and unavoidable. The number of days shall be determined by the Superintendent of Schools on the merits of each individual case. Thereafter, full deduction shall be made.

SERIOUS Shall mean an illness when the attending physician believes that the personal attention to the employee is required to assure the proper recuperation of the patient.

IMMEDIATE

1. In the case of serious illness, IMMEDIATE shall be understood to include in the family the husband, wife, father, mother, child, brother, sister and any other relative making his or her home with the employee's family. Notwithstanding the foregoing, the term "spouse" shall be interpreted as including all those who have legal status under New Jersey or Federal law that can be reasonably interpreted as constituting "spousal equivalency" relationships, and specifically include those registered under the New Jersey Domestic Partnership Act or the New Jersey Civil Union Act.

2. In the case of death, IMMEDIATE shall be understood to include, in addition to the person named in "I", the following: mother-in-law, father-in-law, sister-in-law, and brother-in-law, and in the case of spousal equivalency relationships, the immediate family members of the spousal equivalent.

In case of death of a relative of the second degree, or close friend, absence of one full day may be allowed with full pay. Thereafter, full deduction shall be made. Relative of the

second degree shall be understood to include: aunt, uncle, grandparent, nephew, niece and cousin.

8. Personal Business

An application for absence for personal business is to be made only when the absence cannot be avoided without substantial hardship to the employee. Urgent personal business may include absence for the purpose of caring for a sick member of the immediate family, legal commitments other than jury duty, and other urgent personal business which cannot be handled outside of school hours. It does not include personal illness, vacations, non-urgent business, or other activities which can reasonably be expected to be scheduled outside of school hours.

Application for absence for personal business shall be made in writing at least (3) school days prior to the time of absence, if possible, to the building principal or immediate supervisor, who will authorize the absence.

Three days of personal leave, with full pay, are permissible without explanation where a substantial hardship exists. Thereafter, full deduction shall be made for personal business which has been explained to, and approved by, the superintendent.

All personal business leave days not used during the school year will be converted to sick leave days at the end of the school year and added to the individual employee's accumulated sick leave.

9. Unpaid Leave of Absence

Employees who have been granted an unpaid leave of absence of any type must actually work 91 days within the school year to advance in salary for the following school year. Sick, personal, emergency, and vacation days used during the school year count toward the 91 days.

APPENDIX "C"

INSURANCE PROTECTION

I. PLANS

(A) Effective August 1, 2017, the Association agrees to accept all changes in health insurance plans as proposed by the Board:

- Medical/Hospitalization Plans
- High Deductible Plan
- Prescription Drug and Dental Plans as described in Sections (B) and (C) below
- Elimination of prescription reimbursement benefit
- Employees must work at least thirty (30) hours per week to become eligible to receive health insurance coverage.

* There shall be an open enrollment period once per year at a time designated by the Board.

(B) Dental Coverage

(1) The Board shall provide dental insurance (employee plus dependents) based upon the Usual, Customary and Reasonable (UCR) Fee concept.

(2) Preventive and Diagnostic 100% (no deductible)

(3) All other services shall be subject to a \$50 per individual/\$100 maximum per family deductible. After the deductible is satisfied, coverage shall be as follows:

a. For remaining Basic Services 100%

b. For Prosthodontic Benefits: 100% (including crowns and inlays)

c. For Orthodontic Benefits 50%

(4) The maximum amount payable by the insurance carrier for the above dental service provided an eligible patient in any calendar year, excluding Orthodontic Benefits, is \$2,500. Orthodontic benefits are subject to an \$800 maximum per case, which is separate from the \$2,500 maximum applicable to Basic and Prosthodontic Benefits.

(5) Dental insurance shall specifically include coverage for composite (non-metal) fillings.

(C) Prescription

(1) Prescription Drug (including contraceptives) program with a payment schedule as follows:

(2) The co-pay shall be \$10 for generic drugs, \$25 for preferred name brand drugs and \$50 for non-preferred name brand drugs. The mail order cost shall be the same amount, but will cover a ninety (90) day supply of generic, preferred or non-preferred name brand drugs.

2. BOARD RIGHT TO CHANGE CARRIERS

The Association agrees that the Board may change insurance carriers upon written notification to the Association provided that the benefit levels are equal to or better than those being provided at such time.

3. COORDINATION WITH WEST ORANGE EDUCATION ASSOCIATION BENEFITS.

In accordance with past practice, during the term of this Agreement, the parties agree that health insurance benefits will conform to the health insurance benefits as agreed to between the Board and the West Orange Education Association and, accordingly, shall automatically change with any change in the health benefits by the Board provided to the West Orange Education Association.

4. WAIVER OF BENEFITS.

A member of the Association with other health insurance coverage, who decides not to accept district coverage, shall receive a health benefit waiver at a rate of \$5,000 for 2015-2016 and 2016-2017. During 2017-2018 and 2018-2019, each member who waives health insurance coverage will receive a health benefit waiver at a rate of \$2,500. Payment will be made according to the district's current payment schedule. The waiver payment will terminate at the conclusion of this agreement on June 30, 2019.

5. EMPLOYEE CONTRIBUTION

Employees shall continue to make contributions to their health benefits in accordance with Tier 4 rates as set forth in Chapter 78, P.L. 2011.