

AGREEMENT

BETWEEN THE

WEST ESSEX ADMINISTRATORS ASSOCIATION

AND THE

BOARD OF EDUCATION
OF THE
WEST ESSEX REGIONAL SCHOOL DISTRICT

THE COUNTY OF ESSEX, NEW JERSEY

2004-2007

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ARTICLE I

Membership

A. Unit Membership

In accordance with Chapter 123, Public Laws of 1974, the Board recognizes the West Essex Administrators Association, hereinafter known as "the Association," as the exclusive and sole representative for the collective negotiations concerning the terms and conditions of employment for all certified whether under contract, on leave, on a per diem basis, employed, or to be employed by the West Essex Regional School District Board of Education, herein after known as "the Board," including only: Principals, Assistant Principals and Directors.

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

Employee - When used hereinafter in this agreement, this term shall apply to all professional administrative and supervisory employees represented by the Association in the negotiating unit as above defined, and references to all "males" shall include females.

ARTICLE II

Negotiation Procedures

A. Deadline Dates

The parties agree to enter into collective negotiations over a successor agreement in accordance with Chapter 123, Public Laws of 1974, in a good faith effort to reach agreement on all matters concerning the terms and conditions of employment of all supervisory personnel.

Negotiations shall commence with a meeting at a mutually satisfactory place within 15 days after receipt of a proposal, unless the Board and the *Association* mutually agree to an extension of the time.

B. Negotiating Team Authority

Neither party in any negotiations shall have control over the selection of the negotiating representative of the other party. The parties mutually pledge that their representatives shall have all necessary power and authority to make proposals, consider proposals, and make counterproposals in the course of negotiations.

C. Maintaining current benefits

Except as this agreement shall hereinafter otherwise provide, all terms and conditions of employment applicable on the effective date of this agreement shall continue to be so applicable during the term of this agreement. Unless otherwise provided in this agreement, nothing contained herein shall be interpreted and/or applied so as to eliminate, reduce or otherwise detract from any employee's benefits existing prior to this effective date.

D. Modification - Understanding of the Parties

This agreement shall not be modified in whole or in part by the parties except by an instrument in writing duly executed by both parties.

This agreement shall be effective as of July 1, 2004, and shall continue in effect until June 30, 2007.

ARTICLE III

Grievance Procedure

A. Definition

The term "grievance" means a complaint or claim that there has been an improper application, interpretation, or violation of any term or provision of this contract, administrative decision, board policy or state statute affecting a member or group of members.

B. Purpose

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

C. Procedure

1. Filing a Grievance

A grievance may be filed by an individual member, a group of members, or by the Association, either in its own name or as the representative of a group or class whose individual signatures may be necessary. Any grievance must be lodged within 15 school days of the event.

2. Failing to Communicate a Decision

Failure at any step of this procedure to communicate the decision on a grievance within the specified time limits shall permit the grievant to proceed to the next step. Failure at any step of this procedure to appeal a grievance to the next step within the specified time limits shall be deemed to be waiver of further appeal of the decision.

It is understood that any employee grievant shall, during and notwithstanding the pendency of any grievance, continue to observe all assignments and applicable rules and regulations of the Board until such grievance and effect thereof shall have been duly determined.

3. Informal Attempt to Resolve a Complaint

An individual who has a complaint shall discuss it first with his immediate superior in an attempt to resolve the matter informally. However, if the complainant is the Association, the initial discussion shall be at the level of the Superintendent; and, in such event, if the problem is not resolved to the satisfaction of the Association within fourteen (14) school days after the conclusion of the discussion, the procedures described in the subsections of this section shall become applicable.

4. Level One - Immediate

If, as a result of the discussion, the matter is not resolved to the satisfaction of the complainant within seven (7) school days, he shall set forth his grievance in writing to the immediate superior, specifying:

- a. the nature of the grievance;
- b. the nature and extent of the injury;
- c. the result of the previous discussion;

d. his dissatisfaction with decisions previously rendered.

The immediate superior shall communicate his decision to the grievant in writing within seven (7) school days of receipt of the written grievance.

5. Level Two - Superintendent of Schools

The grievant, no later than seven (7) school days after receipt of the immediate superior's decision, may appeal this decision to the Superintendent of Schools. The appeal to the Superintendent must be made in writing, reciting the matter submitted to the immediate superior and his dissatisfaction with the decisions previously rendered, as specified above. The Superintendent shall attempt to resolve the matter as quickly as possible, but within a period not to exceed fourteen (14) school days. The Superintendent shall communicate his decision in writing to the grievant and the immediate superior.

6. Level Three - Board of Education

If the grievance is not resolved to the grievant's satisfaction, he, no later than seven (7) school days after the receipt of the Superintendent's decision, may request a review by the Board of Education. The request shall be submitted in writing through the Superintendent, who shall attach all related papers and forward the request to the Board of Education. The Board, or a Committee thereof, shall review the grievance and shall, at the option of the Board, hold a hearing with the grievant and render a decision in writing within thirty-five (35) school days of receipt of the grievance by the Board.

7. Level Four - Arbitration

If the decision of the Board does not resolve the grievance to the satisfaction of the grievant, notice of intention to proceed to arbitration shall be given to the Board through the Superintendent within fourteen (14) school days after the receipt of the decision which is being appealed.

The grievance not resolved by timely resort to the foregoing procedure shall be subject to arbitration initiated and conducted under the rules of the N.J. Public Employees Relations Commission.

The arbitrator shall limit himself to the issues submitted to him falling within the scope of the contract. He can add nothing to, nor subtract anything from, the agreement between parties or any policy of the Board of Education. The recommendations of the arbitrator shall guide both parties in reaching an agreement. Only the Board, the aggrieved and appropriate officials of the Association shall be given copies of the arbitrator's opinion and award. This shall be given within thirty (30) school days of the completion of the arbitrator's hearing.

The costs of the services of the arbitrator, including per diem expenses, if any, and actual and necessary travel, subsistence expenses, and the cost of the hearing room shall be borne equally by the Board and the Association. Any other expenses incurred shall be paid by the party incurring same.

8. Right to Representation

Any grievant may be represented at all stages of the grievance procedure by himself, or at his option, by (a) representative(s) and/or an attorney selected or approved by the Association.

When a grievant is not represented by the Association in the processing of a grievance, the Association shall be notified by the Superintendent at the time of the submission of the grievance to the Superintendent, or at any later level, that the grievance is in process. The Association shall have the right to be present and state its position in writing at all hearing sessions held concerning the grievance, and shall receive a copy of all decisions rendered.

The Board and the Association shall assure the individual grievant freedom from restraint, interference, coercion, discrimination, or reprisal in presenting his appeal with respect to his personal grievances.

Where, however, the grievant elects to proceed without the Association's concurrence, the costs shall not be borne nor shared by the Association or the Board.

9. Separate Grievance File

All documents, communications, and records dealing with the procession of a grievance shall be filed in a separate grievance file and shall not be kept in the personnel file of any of the participants.

10. Meetings and Hearings

No meeting or hearing conducted under this contract shall be public. The only parties in attendance shall be the parties in interest and the designated or selected representatives contemplated in this article.

Whenever any representative of the Association or any member is mutually scheduled by the parties to participate during working hours in negotiations or grievance proceedings, the member shall suffer no loss in pay.

Time lost by any grievant and/or his representative(s) due to arbitration proceedings shall not be charged to personal time, nor shall there be any loss in pay.

ARTICLE IV

Administrative Employee Rights

A. Rights and Protection in Representation

Pursuant to Chapter 123, Public Laws of 1974, the Board hereby agrees that every employee of the Board shall have the right freely to organize, join, and support the Association for the purpose of engaging in collective negotiations and other concerted activities for mutual aid and protection. As a duly elected body exercising governmental power under the law of the State of New Jersey, the Board undertakes and agrees that it shall not directly or indirectly discourage or deprive or coerce any employee in the enjoyment of any rights conferred by Chapter 123, Public Laws of 1974, or other laws of New Jersey, or the Constitution of New Jersey and the United States; that it shall not discriminate against any administrative and/or supervisory employee with respect to hours, wages, or any terms or conditions of employment by reason of membership in the Association; participation in any activities of the Association; collective negotiations with the Board; or the institution of any grievance, complaint, or proceeding under this agreement, or otherwise with respect to any terms or conditions of employment.

B. Statutory Savings Clause

Nothing contained herein shall be construed to deny or restrict to any employee such rights as he may have under New Jersey School Laws or other applicable laws and regulations. The rights granted to employees hereunder shall be deemed to be in addition to those provided elsewhere.

C. Just Cause Provision

No employee shall be disciplined, reduced in rank or compensation or deprived of any professional advantage without just cause, as defined in NJ 18a:28-5. Any such action asserted by the Board, or any agent or representative thereof, shall be subject to the grievance procedure and the limitations as set forth in Article III.

D. Required Meetings or Hearings

Whenever any employee is required to appear before the Superintendent, Board, or any committee or member thereof concerning any matter that could affect the status of *his/her* employment, *he/she* shall be given prior written notice of the reasons for such meeting or interview and shall have a representative(s)

of the Association present to advise him and represent him during such meeting or interview. Any suspension shall be in accordance with provisions of 18a:25-6 and shall be with pay in compliance with NJ 18a:6-8.3 until formal determination by the appropriate authority.

The Association shall have the right to be present to protect the interests, not only of the individual involved, but also of the organization as the bargaining representative exclusively recognized.

E. Criticism of Administrative Employees

Any criticism by a superior or Board member of an employee shall be made in confidence and not in the presence of teachers, parents, students, or at a public gathering.

ARTICLE V

Association Rights and Privileges

A. Information

The Board agrees to furnish to the Association, in response to requests from time to time, available information concerning the financial resources of the District, including but not limited to: monthly financial reports and annual audits, register of certified personnel, minutes of public Board meetings, census data, names and addresses of employees and other such information to assist the Association in developing intelligent, accurate, informed, and constructive programs on behalf of the employees, together with information which may be necessary for the Association to process any grievance or complaint.

The cost of furnishing such information shall be paid for by the Association at cost to the Board.

B. Use of School Buildings

Representatives of the Association shall be permitted to transact official Association business on school property at all reasonable times, provided that this shall not interfere with nor interrupt normal school operations. Advanced notice of the time and place, and the approval of the Superintendent or designee are required, and such approval shall not be unreasonably withheld.

C. Use of School Equipment

The Association shall have the right to use school facilities and equipment, including typewriters, mimeographing machines, other duplicator equipment, calculating machines and all types of audiovisual equipment at reasonable times, when such equipment is not otherwise in use. The Association shall pay for the reasonable cost of all materials and supplies used. Prior approval of the Superintendent or designee shall be obtained with the understanding that no such equipment shall be removed from the building. Approval will not be unreasonably withheld. The Association shall assume the expense for any damage to the equipment while in its use.

D. Exclusive Rights

The rights and privileges of the Association and its members as set forth in this agreement shall be granted only to the Association as the exclusive representative of the administrative and supervisory employees, as defined in the unit, and to no other organization.

E. Agency Shop

1. Representation Fee

Pursuant to N.J.S.A. 34:13A-5.5 et seq., all non-member employees of the District in the unit covered by this Agreement are required to pay a representation fee in lieu of dues for services rendered by

the Association. The Association shall be entitled to a representation fee in lieu of dues as established by the Association in accordance with N.J.S.A. 34:13a-5.5(b) by a payroll deduction, provided, however, that before such deductions are made, the Association shall assure the Board in writing that it has established a demand return system and that the Association has informed each employee in the unit who is not a member of the Association of the establishment of the demand and return system and his or her right to demand and receive a return of any part of the fee paid by the non-member for any of the reasons set forth in N.J.S.A. 34:13A.

2. Payroll Deduction Schedule

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

3. Safe-Harmless

The Association shall indemnify and hold the Board harmless against any and all claims, demands, suits, and other forms of liability, including for reasonable counsel fees and other legal costs and expenses, which may arise out of or by reason of any action taken or not taken by the Board in conformance with this article.

4. Notification

Prior to the beginning of each school 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 and the amount of the representation fee to be paid by non-members.

F. Deduction and Transmission of Fees

1. Payroll Deduction Schedule

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 school year in question. The deductions will begin with the first paycheck paid:

(a) Ten (10) days after the receipt of the aforesaid list by the Board; or

(b) Thirty (30) days after the employee begins his or her employment in a bargaining unit position, unless the employee previously served in a bargaining unit position and continued in the employ of the Board in a non-bargaining unit position, in which event the deductions will begin with the first paycheck, paid ten (10) days after the resumption of the employee's employment in a bargaining unit position, whichever is later.

2. Mechanics

Except as otherwise provided in the Article the mechanics for the deduction of representation fees and the 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.

3. Changes

The Association will notify the Board in writing of any changes in the lists provided to the Board by the Association and/or in the amount of the representation fee, and such changes will be reflected in any deductions made more than ten (10) days after the Board received said notice.

4. New Employees

On or about the last day of each month, beginning with the month this agreement becomes effective, the Board will submit to the Association a list of all employees who began their employment in a bargaining unit position during the preceding thirty (30) day period. The list will include names, job titles, and dates of employment for all such employees.

ARTICLE VI

Evaluation

A. Right to Full Knowledge

The Board of Education and the Superintendent subscribe to the principle that an employee has the right to full knowledge regarding the judgment of superiors respecting the effectiveness of his/her performance and that, further, the administrator or supervisor is entitled to receive such recommendations that will assist him/her in increasing the effectiveness of his/her performance.

B. Frequency of Review

Therefore, the Superintendent shall establish supervisory procedures that will guarantee a minimum of three (2) written evaluations per year for each non-tenured employee. The first written evaluation shall be no later than December 1st. The second written evaluation shall be no later than February 1st, and the third no later than March 15th.

Tenured administrative and/or supervisory employees will be evaluated annually. Evaluation of tenured employees will be completed no later than March 15th.

Administrators evaluated by persons appropriately certificated by the New Jersey State Board of Examiners. The process shall be in accordance with provisions of NJAC 6:3-1.19.

C. Evaluation Procedures

1. All administrators shall be given a copy of each evaluation report. No administrator shall be required to sign a blank or incomplete form. Administrators are required to sign each evaluation form; however, such signature shall not necessarily indicate agreement.

2. Such reports shall include, when pertinent:

- (a) Strengths of the administrator as evidenced during the period since the previous report;
- (b) Weakness of the administrator as evidenced during the period since the previous report;
- (c) Specific suggestions as to measures which the administrator might take to improve his/her performance in each of the areas wherein weaknesses have been indicated.

D. Term of Evaluation

The present practices of the administration in carrying out the policy of the Board in reference to the evaluation of members of the association shall continue and shall not be changed without prior notification to the Association.

E. Right to Know

No material derogatory to an administrator's conduct, service, character, or personality shall be used for an evaluation or recommendation unless the administrator or supervisor has had the opportunity to review the material. The administrator shall acknowledge that he/she has had the opportunity to review such material by affixing his/her signature to the copy to be filed with the express understanding that such

signature in no way indicates agreement with the contents thereof. The administrator shall also have the right to submit a written answer to such material and his/her answer shall be reviewed by the Superintendent or designee and attached to the file copy.

F. Employee File

There shall be only one employee file. An employee shall have the right to see his/her personnel file, excluding employment references, personal references, and academic credentials. No materials, excluding employment references, personal references, and academic credentials shall be placed in an employee's file without his/her knowledge. The employee has the right to respond in writing to any material placed in his/her file, and such response shall become part of the file.

G. Complaints

Any complaints regarding an administrator made to any member of the administration by any parent, student, or other person which are used in any manner in evaluating the administrator shall be promptly investigated and called to the attention of the administrator. The administrator shall be given an opportunity to respond to and/or rebut such complaint, which response shall become part of the file. In so responding, the administrator shall have the right to have a representative of the Association present.

H. Personnel File

Final evaluation of an administrator upon termination of his/her employment shall be concluded prior to severance. No comments and/or other material shall be placed in the personnel file of such administrator or supervisor after severance except in accordance with the procedure set forth in paragraphs E, F, and G.

I. Notice of Contract Renewal

Each non-tenured employee shall receive notice prior to April 30 of each year, indicating whether or not the Superintendent intends to recommend a renewal of contract for the following year.

ARTICLE VII

Leaves of Absence

A. Sick Leave

1. Accumulative

All full-time twelve-month employees shall be entitled to twelve (12) days sick leave for each contract year. Unused sick leave days shall be accumulated from year to year. The employee may be required to produce a doctor's note at the request of the Superintendent within two weeks of return.

In the event an employee uses more than twelve (12) days sick leave during the school year, the three personal days can be used for this purpose, providing they have not been used for an emergency situation.

2. Retirement

Any employee who during the term of this agreement permanently ceases employment with the West Essex Regional School District due to his/her retirement shall receive--

The greater of a lump sum terminal payment of \$105.00 for each day of accumulated unused sick leave up to a maximum of 180 days in year one and up to 185 days in year two or a lump sum terminal payment of \$105.00 per day for 50% of all accumulated unused sick leave days. Any days accumulated prior to this contract shall be payable at a rate of \$95.00 per day up to 175 days.

3. Extended Illness

In the event an individual employee has exhausted his/her total number of sick leave days, such individual case may be brought to the attention of the Board, and the Board shall judge the case on its individual merits.

B. Temporary Leaves of Absence

All full-time members of the association shall be entitled to the following leaves of absence with pay during the school year:

1. Funerals

The Board shall grant up to a maximum of four (4) days with pay at any one time to an employee because of attendance at the funeral service of a deceased member of his immediate family. For the purpose of this clause, a member of the immediate family shall be limited to the employee's spouse, child, stepchild, parent, brother, sister, grandfather, grandmother, father-in-law, mother-in-law and grandchildren. One day for brother-in-law and sister-in-law for bereavement.

2. Personal

It is recognized that emergency situations arising from personal, legal, business, household or family matters do occur and require the absence of the employee during school hours. Application for personal leave should, when possible, be made at least one (1) day in advance of the day(s) needed. Up to three (3) days with pay may be granted for this purpose within one school year. Employees requesting personal leave need not state reasons for such requests when submitting the form provided by the Superintendent. These days are not vacation days, but are intended to cover emergency situations which can arise.

Up to a maximum of three (3) unused personal days in any school year will be accumulated as unused sick leave.

C. Extended Leaves of Absence

1. Procedures and Restoration

Tenured members of the association may be granted a leave of absence at the Board's discretion without pay for up to one (1) year. All extensions or renewals of leave shall be applied for in writing by March 1 of the calendar year in which the leave is requested and may be granted in writing at the Board's discretion. An employee's unused accumulated sick leave and position on the salary guide to which he/she was entitled at the time his/her leave of absence commenced shall be restored to him/her upon his/her return.

2. Child Rearing Leave

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

- (a) All initial applications for and applications for extensions or reductions of child-rearing leave shall be made in writing to the Superintendent.
- (b) Any employee intending to apply for child-rearing 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 employee shall request child-rearing leave from the superintendent in writing at least sixty (60) days prior to the date the leave is to commence.
- (c) The request for child-rearing leave shall specify the date when the employee wishes the leave to commence and terminate.

(d) 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 the employee under tenure or who has received a tenure year contract. An employee on child-rearing 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 employee wishes to return to the District or sixty (60) days prior to said intended date, which ever is sooner.

(e) An employee returning on the first day of the school year in September from child-rearing leave shall be placed in his/her previously held position if available and administratively feasible.

(f) Any employee 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 therefore be terminated by the Board, at its sole discretion.

(g) No employee 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.

(h) Time spent on child-rearing leave of absence shall not count toward salary guide placement experience, seniority, sick leave accumulation, etc.

(i) An employee receiving child-rearing leave shall not accept full time employment in the teaching, supervisory, or administrative fields or undertake full time graduate study during all or part of the child-rearing leave. This provision shall cease to be operative at such time as the employee shall have been denied his/her request under Paragraph "f" to return to employment.

(j) Adoption -- Any employee adopting a child of pre-school age shall receive a leave similar to child-rearing leave which shall commence upon receiving de facto custody of said child, or earlier if necessary to fulfill the requirements for the adoption.

3. Maternity Disability

(a) The Board shall grant sick leave for the period of actual disability associated with pregnancy and birth to pregnant employees on the same terms and conditions governing leaves of absence for illness or medical disability. The pregnant employee will be entitled to her annual and accumulated sick leave, with pay, during the period of absence due to her actual disability.

(b) Any pregnant employee 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.

(c) The Board may require an employee during pregnancy to produce a certificate from her physician stating that she may continue working effectively at the duty to which she has been assigned.

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

(e) No employee 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.

(f) Nothing stated herein is intended to restrict the right of the Board to discipline any pregnant employee for any cause not related solely to her pregnancy.

(g) The Board has the right to remove any pregnant employee from her daily duties on any one of the following criteria:

(1) Her performance substantially declines from the period preceding pregnancy.

(2) Her physical condition or capacity renders her incapable of performing her assigned duties which shall be deemed to exist if, (a) the pregnant employee fails to produce a physician's certificate that she is medically able to continue her duties; or (b) the Board's physician concludes that she is unable to continue her duties.

(3) If there is a difference of opinion between the employee's attending physician and the physician designated by the Board as to the ability of the employee to continue her employment, The Essex County Medical Society shall designate an impartial third physician to make an examination and his/her determination shall be conclusive and binding on the parties. The expense of the examination shall be paid by the Board.

ARTICLE VIII

Sabbatical Leave

A sabbatical leave may be granted to an employee by the Board for study including study in another area of specialization, or for travel which is of value to the school district, subject to the following conditions:

1. One (1) Administrative employee per year may be granted a sabbatical leave.
2. Requests for sabbatical leave must be received by the Superintendent in writing in such form as shall be mutually agreed upon by the Association, no later than November 1st, and action must be taken on all such requests no later than February 1st, of the school year preceding the school year for which the sabbatical leave is requested.
3. Sabbatical leave shall be for a period of one (1) school year, commencing September 1st in the year in which the application is approved.
4. An employee on sabbatical leave for a full year shall be paid by the Board at 50% of his/her salary rate in effect at the time of his/her leave. This amount shall be paid in twenty (20) semi-monthly installments.
5. Upon return from sabbatical leave, an employee shall be placed on the salary schedule at the level which he/she would have achieved had he/she remained actively employed in the system during the period of his/her absence.
6. The employee shall submit a detailed written report within a month after his/her return if his/her sabbatical leave is for travel. A transcript of his/her credits is acceptable in lieu of a written report if the sabbatical is for university study.
7. Any employee granted a sabbatical leave must agree in writing to continue working in the District for two (2) years following a sabbatical leave. The employee will agree by signing a promissory note before being granted the leave to remit to the Board the monetary amount paid, pro-rated to the time not served: except, if there should occur any physical incapacity during this time, the Board of Education may relieve the employee of such obligation.
8. It is the Board's intention to grant sabbaticals to qualified applicants to better prepare them for their positions within the school district and to provide them an opportunity for individual enrichment; however, the Board's decision in this matter is final and not subject to the grievance procedure.

ARTICLE IX

Vacation

A. Time Allotted

All twelve (12) month employees shall receive twenty (20) vacation days annually. An employee may use vacation time when regular school is on holiday.

B. Accrued Vacation Days

1. For those employees hired prior to July 1, 1997, upon completion of ten (10) years of service to the district, they will be granted five (5) additional vacation days.
2. At the end of each school year the district will purchase a maximum of five (5) unused vacation days for that year at the rate of \$300.00 per day.

ARTICLE X

Administrative Vacancies

A. Notice

A notice of vacancy in an administrative position shall be sent to *members of the association* and a copy sent to the Association twenty (20) school days before the final date when applications must be submitted. The notice of vacancy shall set forth the position, its qualifications, its duties, and the rate of compensation. It is understood that the qualifications for any such position shall not be changed while applications are pending.

B. Implementation

To implement the foregoing, known vacancies will be advertised within five (5) school days from the date they become official.

1. When two (2) or more unit members from within the District apply for the same vacancy, and the qualifications are equal, seniority in an administrative position in the West Essex Regional School District will be honored.
2. Those members currently employed will be given preference over candidates from outside the District.

C. Timing for Decision

The Association will be notified of the identity of the person selected for the position within sixty (60) school days of the last day for the filing of applications, or if the position has not been filled within that period, of the reason for the delay.

D. Vacancy on Supplemental Schedules

When a vacancy on schedules b,c,d, or e of the teachers' contract is posted, qualified teachers will be given first consideration. If the vacancy cannot be filled by a teacher, consideration shall be then given to, administrators, non-staff members, in that order.

ARTICLE XI

School Calendar

Input to the school calendar shall be solicited from the Association prior to its being adopted by the Board of Education.

ARTICLE XII

Transfer of Personnel

A. Voluntary Transfers

A request to the Superintendent for voluntary transfer may be granted if:

1. A vacancy exists.
2. The qualifications of the employee involved meet the requirements of the available position in terms of professional preparation, experience and certification.

B. Procedure for Processing Transfer Requests

1. The request for transfer will be submitted in writing to the Superintendent for endorsement.
2. The Superintendent shall acknowledge receipt of the transfer application and schedule an interview with the transfer candidate as soon as possible.
3. The Superintendent shall inform the transfer candidate in writing of the final decision within sixty (60) school days.

C. Selection of Administrators

The Association will participate in the search for Assistant Principals, Principals, Assistant Superintendents, Superintendents, and Business Administrators through paper screening, the interview process, recommendation to the board regarding number of semi-finalists.

ARTICLE XIII

Curriculum Determination

Approving Proposals

Before a proposal involving curriculum change is sent to the Board of Education, members of the association will be provided with the opportunity to review and make recommendations concerning the proposal and the process will include department approval.

ARTICLE XIV

Professional Development

A. The Board recognizes that it shares with its administrative staff responsibility for the upgrading and updating of employee performance and attitudes. The Board and the Association support the principle of graduate training of administrators and Directors and the improvement of instruction.

B. The Board agrees to reimburse, up to a maximum of \$2,500, graduate tuition and registration fees incurred by any member of the association employed full time in the West Essex Regional School District who is not on sabbatical leave or any other extended leave.

1. Such graduate course(s) shall not be taken at a time that conflicts with the employee's duties or hours.
2. Such graduate course(s) shall be related to the employee's function in the school district.

3. Such graduate course(s) must be conducted under the auspices of a recognized educational institution accredited by the N.J. State Department of Education for the granting of advanced degrees.
4. No reimbursement will be permitted under this article without the Superintendent's written approval.
5. To be reimbursed under this article, the employee must provide satisfactory evidence that he/she has completed the course(s) with a passing grade of "C" or better and must present receipts for tuition and fees.
(6. The cost of correspondence courses, undergraduate courses, and/or courses taken to complete certification requirements for the Standard Teacher's Certificate shall not be reimbursed under this article)
6. There shall be no reimbursement for transportation or books or course-related materials.
7. If an employee receives governmental or other assistance for any course(s), the employee will not be entitled to receive any amount permitted under this article unless and to the extent that the governmental or other assistance is insufficient to pay for the graduate tuition and registration fees incurred.

ARTICLE XV Insurance Protection

A. Health Care Coverage

The Board shall provide health care insurance as designated:

1. NJ State Health Benefits Plan
2. The Board shall pay the full single coverage premium or 100% family coverage premium.
3. The Board reserves the right to elect participation in any other health care insurance program, provided that the level of benefits is equal to or greater than the existing level of benefits.
4. The Board agrees to provide prescription drug coverage (including oral contraceptives) as follows:
 - a. Co-pay provision (\$5.00) for generic drugs and \$10.00 for specific named drugs. Oral contraceptives will be included in this plan.
 - b. The Board shall pay 100% of the cost of prescription drug coverage.
5. For the duration of this contract the Board shall continue the present dental coverage at no cost to the members of the association.

B. Description to Employee

The Board shall provide to each employee a description of the health care insurance coverage provided under this article, no later than the beginning of the 2004-2007 school year, which shall include a clear description of conditions and limits of coverage as listed above.

ARTICLE XVI

Salary and Deductions from Salary

A. Salary

1. Salary compensation will be at a rate of 4.3% for 2004-2005, 4.35% for 2005-2006, and 4.37% for 2006-2007.

- a. A \$2,000. differential will be added for an attained doctoral degree.

B. Association Payroll Dues Deduction

1. The board agrees to deduct from the salaries of its employees the dues for any one or combination of associations as said employees individually and voluntarily authorize the Board to deduct. Such deductions shall be made in compliance with chapter 233, N.J. Public Laws of 1969 (NJSA 52:14-15.9e) and under rules established by the State Department of Education. The person designated shall distribute such monies to the appropriate association or associations.

2. Each of the associations shall certify to the Board, in writing, the current rate of its membership dues. Any association which shall change the rate of its membership dues shall give the Board written notice prior to the effective date of such change.

C. Tax Sheltered Annuity

An employee may authorize the Board to make deductions for the purpose of tax sheltered annuities pursuant to the provisions of R.S. 18A:36 - 127, et seq., and the terms of a group contract approved by the Board.

ARTICLE XVII

Miscellaneous Provisions

A. Selection of Personnel

1. Professional and Non-professional

The appropriate administrator shall recommend the appointment of all professional and non-professional employees to *his/her* building.

2. Administrative

The Association will participate in the search for all positions covered by the contract, procedures to be determined by the Superintendent of Schools.

B. Printing and Distribution

The school district will, at its expense, print sufficient copies of this agreement for members of the association at the time of ratification and/or at the time of employment.

C. Additional Reimbursements

1. Use of Automobile: All members of the association who may be required to use their own automobiles in the performance of their duties shall be reimbursed at the IRS rate of allowance for business mileage.

2. Attendance at conventions.

- a. Where the budget permits association members will annually be provided the opportunity to attend conferences and professional meetings that enhance their knowledge and expertise and promote the districts program and visibility in the larger educational community.
- b. An annual cap of \$15,000.00 dollars will be established to facilitate the reimbursement to members of the association for attendance at conferences.
- c. **The Board will reimburse the full amount for membership in ASCD, full dues for the PSA, and with the consent of the Superintendent, membership in an appropriate content area association.**

D. Notice

Whenever any notice is required to be given by either of the parties to this agreement to the other, pursuant to the provisions of this agreement, either party shall do so, in writing, at the following addresses:

1. If by Association, to the Board at:

West Essex Regional School District

West Greenbrook Road

North Caldwell, New Jersey 07006

2. If by the Board, to the Association at:

West Essex Regional School District

West Greenbrook Road

North Caldwell, New Jersey 07006

ARTICLE XVIII

Legality of Agreement

In the event that any portion of this contract shall be deemed to be in violation of the law, the remainder of the contract shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be signed by their respective presidents and attested by their respective secretaries.

West Essex Administrators Association

By Joseph P. Delaney President

By Debra Longo Secretary

Date 4/1/05

West Essex Regional Board of Education

By John Flumsted President

By [Signature] Secretary

Date 4-1-05