

AGREEMENT

between the

WESTFIELD ASSOCIATION OF ADMINISTRATORS AND SUPERVISORS

and the

BOARD OF EDUCATION OF WESTFIELD Board of Education

County of (Union), New Jersey

X July 1, 1981 - June 30, 1983

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AGREEMENT

This Agreement made the 15th day of September, 1981 by and between the Board of Education of the Town of Westfield, County of Union, State of New Jersey (hereinafter referred to as the "Board"), and the Westfield Association of Administrators and Supervisors (hereinafter referred to as the "Association").

WHEREAS, the Board and the Association have entered into negotiations in accordance with the provisions of the Employer-Employee Relations Act, Chapter 123, Public Laws of 1974 (N.J.S.A. 34:13A-1 et seq.).

NOW, THEREFORE, it is agreed as follows:

ARTICLE I

RECOGNITION

A. The Board's Status

The Association does hereby recognize the Board as the public agency charged by the Legislature, under the mandate of the Constitution, with the management in the School District of the Town of Westfield of a thorough and efficient system of free public schools.

The Board hereby retains and reserves unto itself, without limitations, other than those expressly set forth by law and by the specifications of this Agreement, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and the Constitution of the State of New Jersey, and of the United States.

B. Recognition of the Association

1. The Board does hereby recognize the Association as the exclusive representative for collective negotiations concerning terms and conditions of employment for the following full-time employees of the Westfield School System (the "Administrators"):

- Audio-Visual Director
- Coordinator of Elementary Education
- Director of Computer Services
- Director of Fine Arts
- Director of Instruction
- Director of Physical Education and Athletics
- Director of Guidance for Grades 7-12
- Director of T & E - Special Projects
- Elementary and Secondary Assistant Principals
- Elementary and Secondary Principals
- Supervisor of Buildings and Grounds
- Assistant to Supervisor of Buildings and Grounds

2. The unit excludes the following personnel: Superintendent, Assistant Superintendents and Board Secretary and Assistant Board Secretary (Office Manager).

ARTICLE II

NEGOTIATION PROCEDURE

- A. The parties agree to enter into collective negotiations over a successor Agreement in accordance with Chapter 123, Public Laws of 1974, to reach agreement on all matters concerning the terms and conditions of Administrators' employment.
- B. 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.
- C. This Agreement shall remain in full force and effect until a successor agreement has been negotiated and executed.

ARTICLE III

GRIEVANCE PROCEDURE

- A. The Board and the Association recognize that misunderstandings and disagreements may arise with respect to either the interpretation and application of the rules, regulations and policies of the Westfield Public Schools, or the provisions of this Agreement. The purpose of this grievance procedure is to secure, at the lowest possible level, a resolution of grievances which may from time to time arise affecting the terms and conditions of employment of members of the bargaining unit. This grievance procedure is to be used for the settlement of grievances only and shall not be used as an instrument for negotiating changes in Board policy.
- B. A "Grievance" is a claim by an Administrator or the Association based upon an interpretation, application or violation of this Agreement or the rules, regulations and/or policies of the Westfield Public School District, or based upon an administrative decision affecting the terms and conditions of employment of an Administrator or a group of Administrators.
- C. Any Administrator may discuss informally and orally any Grievance with the Superintendent. The Administrator may meet with the Superintendent to discuss orally the Grievance. He/She may also use other professional staff members or Association representatives in endeavoring to satisfactorily resolve the Grievance.
- D. These Grievance procedures shall not apply in the following instances:
 1. A complaint regarding any matter as to which the Board does not have legal authority to act.

2. Any matter as to which a statutory remedy is provided exclusive of N.J.S.A. 18A:6-9.
 3. A complaint of a non-tenured Administrator by reason of his/her not being re-employed.
 4. A complaint of any Administrator by reason of appointment to, lack of appointment to, retention in, or lack of retention in, any position for which tenure is either not possible or required.
 5. A complaint of any Administrator relative to the granting or non-granting to said Administrator of the Merit Aspect of a Salary Increase, as defined in Section A(1) or Article XVI.
- E. A Grievance, to be considered, must be initiated in writing as hereinafter provided within fifteen (15) school days of its occurrence or within fifteen (15) school days after the Administrator had knowledge of its occurrence.
 - F. The aggrieved Administrator and the Association 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 any effect thereof shall have been fully determined.
 - G. No reprisals of any kind shall be taken by the Board or by any member of the Administration against any party in interest, any member of the Association or any other participant in the grievance procedure by reason of such participation.
 - H. An aggrieved Administrator may present his/her written Grievance and process it through Step 1 of the grievance procedure by himself/herself, or, at his/her option, through a representative of the Association. Where an aggrieved Administrator is not represented by the Association, a representative of the Association shall have the right to be present at every step of the grievance procedure to present the Association's views.
 - I. In the event that a Grievance is not resolved informally as suggested by Section C, the following procedure will be followed and the forms developed by the Board and the Association will be used:
 - Step 1. The aggrieved Administrator shall file his/her Grievance with the Superintendent immediately concerned. The Grievance must be in writing, on the prescribed form, and the writing shall set forth all relevant facts known at that time, the specific contract clause, rule or regulation under which the Grievance has arisen, the date of the alleged Grievance, and the relief sought. The Superintendent or his designee shall render his/her decision in writing with reasons within fifteen (15) school days after receipt of the Grievance.

Step 2. In the event that the Grievance is not resolved at Step 1, The Association may, within five (5) school days after receipt of such written decision, submit the Grievance to the Secretary of the Board for Board review of the decision of the Superintendent. The Superintendent shall immediately make available to the aggrieved Administrator copies of those documents and records dealing with the processing of the Grievance to that date. The Board or a committee thereof shall, within twenty (20) school days after receipt of the Grievance at Step 2, hold a hearing to be attended by the aggrieved Administrator and a representative of the Association. The Board or its designee shall invite to such hearing such persons as it or its designee deems necessary and pertinent for the resolution of the Grievance. Either the aggrieved Administrator or the Board may cause a stenographic record to be made of said hearing at the expense of the party requesting it. The Board shall render a decision in writing within fifteen (15) days of the hearing.

Step 3. In the event that the Grievance is not resolved by the review of the Board as described in Step 2, the Association may elect to have the matter referred for arbitration by filing, within ten (10) school days of the date of decision at Step 2, written request for arbitration with the Public Employment Relations Commission or the American Arbitration Association, with a copy to the Board. In the event that the Association and the Board do not agree upon an arbitrator within ten (10) school days, they agree to designate the Public Employment Relations Commission or the American Arbitration Association to name the arbitrator, and to set dates directly with the arbitrator.

The award of the arbitrator shall be binding on the parties for provisions of this Agreement only and advisory for all other grievances.

In no event shall the award have the effect of adding to, modifying, or amending the provisions of this Agreement, nor shall it be contrary to any applicable statute or rules and regulations of the State Board of Education or the Commissioner of Education.

The fees of the arbitrator and the expenses of the hearing and investigation shall be shared equally by the Board and the Association, but each party shall be responsible for its own expenses with respect to the hearing.

J. Each Administrator shall have the right, at each step of the Grievance procedure, to be represented by a representative of the Association or other representative of his/her choosing. It is understood that an aggrieved Administrator or group of Administrators may withdraw a Grievance during or after any step in the procedure. In such event, the Association may continue to process the Grievance further.

K. Time Limits

Because it is important that Grievances be processed promptly, the time period provided for in each of the various steps of the grievance procedure shall be considered as a maximum unless extended by mutual agreement in writing. The Board and the Association shall make every effort to expedite the resolution of any Grievance pending at or near the end of a school year where the failure to resolve such Grievance prior to the end of the school year may adversely affect the aggrieved Administrator.

No Grievance shall carry over to the next school year. In order to be considered, a Grievance occurring at the end of a school year must be initiated within the time limits set forth in this procedure. After the close of the teacher work year, Board business office work days shall be counted as school days. After the appropriate first step of the grievance procedure for a Grievance occurring at the end of a school year has been completed, either party shall be permitted to extend to the first five (5) days of the next school year the time limits for appeal to or response at the next step by written notification to the other party.

L. Group Grievance

Any Grievance which affects a group or class of aggrieved Administrators may be presented in writing by the aggrieved Administrators or by a representative of the Association to the Superintendent. Such group Grievances shall be initiated at Step 1 and thereafter in accordance with the procedures set forth above.

M. Meetings and hearings held pursuant to the foregoing grievance procedure shall not be conducted in public.

N. All documents, communications and records dealing with the processing 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.

ARTICLE IV

ADMINISTRATOR RIGHTS AND RESPONSIBILITIES

A. No Administrator shall be disciplined or reprimanded without just cause.

B. Whenever any Administrator is required to appear before the Board or any committee thereof concerning any matter of discipline which could adversely affect the continuation of that Administrator in his/her office, position or employment, then he/she shall be given prior written notice of the reasons for such meeting and shall be entitled to have a representative of the Association present to advise him/her and represent him/her during such a meeting.

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

ARTICLE V

ASSOCIATION PRIVILEGES

- A. The Board agrees to make available all items of public information to the Association which it may from time to time request.
- B. The Association may have the use of school buildings for meetings to be held at reasonable hours upon proper application.
- C. The Association shall have the privilege of using interschool mail facilities and school mailboxes for Association business.

ARTICLE VI

CALENDAR

A. Ten and One-Half (10-1/2) Month Contract

1. The contract year for all Administrators who are employed under a ten and one-half (10-1/2) month contract shall commence two (2) weeks before Labor Day or the next succeeding business day and end on the following June 30th.
2. All Administrators who are employed under a ten and one-half (10-1/2) month contract shall, during school recess periods when schools are not in session for students, perform and complete such administrative tasks and responsibilities as are, either in their judgment or in the judgment of the Superintendent, required to insure the proper administration of their respective schools.
3. Administrative workshops to be held during school recess periods when schools are not in session for students shall be planned by the Superintendent, in consultation with the Association, and shall be scheduled as much in advance as possible.

B. Twelve (12) Month Contract

1. The contract year for all Administrators who are employed under a twelve (12) month contract shall commence on July 1st and end on the following June 30th.
2. Administrative workshops as provided for in A 3 above may be scheduled during school recess periods when schools are not in session for students. During these times the secondary schools will be open and the secondary principals shall supervise the administrative assignments of assistants and provide needed services.

3. All Administrators who are employed under a twelve (12) month contract shall be granted twenty (20) vacation days which are, except when otherwise permitted by the Superintendent in writing, to be taken during the months of July and/or August. In the event that any such Administrator has worked less than the period of September 1st through June 30th, the number of vacation days available to said Administrator shall be determined on a pro-rata basis. Unused vacation time shall not be cumulative and shall not be carried from year to year, nor shall Administrators be entitled to compensation for unused vacation time.

ARTICLE VII

ADMINISTRATIVE VACANCIES, PROMOTIONS AND TRANSFERS

A. Notice

A notice of a vacancy in an administrative position shall be posted fifteen (15) working days before the final date, by which applications must be submitted. The notice of vacancy shall set forth the position, its qualifications, and its duties.

B. Request for Transfer

Request may be made by an Administrator for a transfer to a different position or building no later than February 15 for the next school year or fifteen (15) working days after a notice of a vacancy position is posted. Such requests shall be filed, in writing, with the Superintendent stating the reason for requesting the transfer, the building and position sought, and the applicant's qualifications.

C. Involuntary Transfers

Involuntary transfers of administrative personnel shall ordinarily be made prior to July 1 and only after consultation with the Association member and his/her superior, if applicable.

ARTICLE VIII

EVALUATION OF ADMINISTRATORS

- A. The Board and the Superintendent subscribe to the principle that an employee has the right to full knowledge regarding the judgment of his/her superiors respecting the effectiveness of his/her performance and that he/she is entitled to receive such recommendations that will assist him/her in improving the effectiveness of his/her performance.
- B. Supervisory procedures shall be established so that each non-tenured Administrator shall receive three (3) written evaluations per year, the first no later than January 31 and the second, no later than April 15. Administrators who are on tenure shall receive one (1) written annual evaluation by June 15 together with salary and placement for the next year.

- C. The Association and the Superintendent shall jointly develop the instrument which shall form the basis for the evaluations, subject to the approval of the Board. In the interim, the present evaluation procedures shall continue to be utilized.
- D. Each Administrator shall sign all copies of each written evaluation attesting to the fact that the contents of the evaluation are known to him/her. No written evaluation shall become part of an Administrator's file without the Administrator's signature. Each Administrator shall receive a copy of the written evaluation.
- E. A conference shall be arranged between the evaluator and the Administrator as soon as possible after receipt of the written evaluation. At such time, the Administrator is entitled to have his/her response to the evaluation heard and appended to the evaluation report.
- F. Each non-tenured Administrator shall receive written notice prior to April 30th of each year indicating whether or not the Board intends to renew the contract for the ensuing year.

ARTICLE IX

EVALUATION OF NON-CERTIFICATED PERSONNEL

The evaluation of non-certificated personnel (secretaries, custodians and the like) shall be the joint responsibility of the building principal or immediate superior and the Assistant Superintendent.

ARTICLE X

ASSOCIATION-ADMINISTRATION LIAISON

Regular Meetings - Both parties to the Agreement recognize that any Agreement entered into will be successful in providing for better educational opportunities for young people only if there is effective communication among the parties. Regular meetings during the school year between the Association and the Superintendent shall be held at intervals not to exceed one(1) month for the purpose of studying the District's problems, reviewing approaches which will improve the schools' programs, and discussing matters of mutual concern.

ARTICLE XI

- A. Office - The Board of Education shall provide each Administrator with his/her own private, professional office including a telephone, desk, file cabinet, and all other necessary materials to assist and enable the Administrator in the performance of their duties and responsibilities.

- B. Equal Rights - The provisions of the Agreement shall be applied without regard to race, creed, religion, color, national origin, age, sex or membership in or associations with the activities of any professional organization. Religious or political activities, not limited by law, shall not be grounds for any discipline or discrimination with respect to the professional employment of such Administrator.
- C. Program Involvement - Individual Administrators shall make recommendations to the Superintendent or his/her designee regarding the program of a school, the conditions of a building, grounds, equipment and materials, and other factors relevant to the efficient management of a school plant or program within the member's assigned jurisdiction.
- D. Negotiations with Other Units - The Board may, in its discretion, include in its behalf, members of the Association in the process of collective negotiations with other bargaining units within the District by having them act in an advisory capacity to the Board in any negotiating or collective bargaining sessions with employees. The Board and the Association agree that Principals will not be members of the confrontation team when salaries and other economic matters are being considered.

ARTICLE XII

DUTY-FREE LUNCH PERIODS

Duty-Free Lunch - All Administrators shall be given a duty-free lunch period at times other than during the Teachers' lunch period and provision shall be made to cover their responsibilities during this time.

ARTICLE XIII

SICK LEAVE

Sick Leave is defined as an Administrator's absence from work because of his or her disability due to personal illness or injury.

Sick Leave with full pay shall be allowed each Administrator for a minimum of eighteen (18) days in each contract year. A full year's allowance shall go into effect on July 1 of each year.

When an Administrator uses in any school year less than the number of days of Sick Leave permitted under this Article, days not utilized shall be cumulative to be used for Sick Leave in subsequent years, provided, however, that no Administrator shall be allowed to increase his or her total accumulation by more than fifteen (15) days in any one year.

Sick Leave days shall be used in the following sequence: the fifteen (15) accumulative Sick Leave days for the current year shall first be used; the three (3) non-accumulative Sick Leave days for the current year shall then be used; and accumulated Sick Leave days from previous years shall then be used.

When an Administrator has exhausted the maximum number of Sick Leave days with full pay authorized under this Article, the Board may continue to pay such Administrator's salary less the pay of a substitute for such length of time as is determined by the Board in each individual case in accordance with the provisions of N.J.S.A. 18A:30-6. In the case of an Administrator for whom no substitute is employed, the Board shall determine the amount to be deducted in each individual case in accordance with the provisions of N.J.S.A. 18A:30-6. In instances of this nature, the Administrator must make written application through the Superintendent or his/her designee.

ARTICLE XIV

PERSONAL LEAVE

In addition to the leaves provided for by the provisions of sections 5(a), 5(b), 6(a), 6(b) and 6(c) of Board Policy, GCBD and GDBD, entitled "EMPLOYEES' ABSENCES," each Administrator may, for reasons of personal emergency and conditioned upon the express written approval of the Superintendent, be granted, with full pay and without charge against Sick Leave, one (1) or more days of Personal Leave. Reasons of personal emergency are defined as unavoidable situations. The number of days granted shall be determined by the Superintendent. An Administrator shall submit on a form developed by the Superintendent in consultation with the Association, a written application (setting forth the reasons of personal emergency) for such leave to the Superintendent or his/her designee either in advance or within two (2) school days after the Administrator's return to duty.

In the event that an Administrator prefers not to divulge the reasons of personal emergency, the Administrator shall write on the form referred to above the words "Personal Emergency - Personal" and the Administrator shall submit such application directly to the Superintendent in an envelope marked "Confidential."

ARTICLE XV

EXTENDED LEAVES

A. Disability Leave

1. Any Administrator who experiences a disability arising out of, but not limited to, surgery, hospital confinement, medical treatment, pregnancy, or the like, shall be entitled to a paid or unpaid Disability Leave based upon such disability. In the event that said Administrator applies for a paid Disability Leave, such Disability Leave shall be chargeable to the accumulated sick leave account, if any, of said Administrator. If the accumulated

sick leave account, if any, of said Administrator. If the accumulated sick leave account is or has been exhausted, the Disability Leave of absence shall, except as is otherwise provided for under Article XIII of this Agreement, entitled "Sick Leave," be without pay. All policies, practices, rules and regulations applicable to Administrators granted leave under Article XIII of this Agreement, entitled "Sick Leave", shall govern such Disability Leave.

2. All Administrators anticipating a long term disability shall notify the Superintendent or his/her designee of the condition expected to result in disability as soon as practicable, and shall submit to the Superintendent or his/her designee a written statement from his/her physician verifying the condition expected to result in the long term disability and, if possible, the physician's prognosis as to the anticipated duration of such disability.
3. The Board shall have the right to require any Administrator who has been on paid or unpaid Disability Leave and who desires to return to his or her duties by a fixed date following recovery from disability to produce a written statement from his/her physician stating that he/she is capable of resuming his/her duties, which opinion shall be confirmed by the Board medical inspector.
4. Whenever, in the opinion of the Board, the date of the commencement of an unpaid Disability Leave and/or the date for the resumption of duties would substantially interfere with the administration of the schools and/or the education of students, the requested dates may be changed by the Board if, in the opinion of the Board medical inspector, such change is not medically contraindicated.
5. Where an unpaid Disability Leave has been approved, the commencement or termination dates thereof may be further extended or reduced for medical reasons upon application by the Administrator to the Board accompanied by a written statement from the Administrator's physician as to the advisability of such extension or reduction. Such extension or reductions may be granted by the Board for additional reasonable periods of time; provided, however that the Board may alter the requested dates upon a finding that such extension or reduction would substantially interfere with the administration of the schools and/or the education of students and, provided, further, that such change by the Board is not medically contraindicated. All extensions of such leaves shall in any event be subject to the provisions of N.J.S.A. 18A:30-1 et seq. and, specifically, N.J.S.A. 18A:30-7.

6. These provisions shall not be deemed to impose upon the Board any obligation to grant or extend a Disability Leave of any non-tenured Administrator beyond the end of the work year in which such leave was originally granted, provided, however, that the provisions of this Subsection shall not in any way preclude the ability on the part of the Board, in its absolute discretion, to grant to a non-tenured Administrator a Disability Leave extending beyond the end of such work year. The period of an unpaid Disability Leave granted to a non-tenured Administrator shall not be included in the minimum period required by statute to attain tenure, and said Administrator shall not acquire tenure during such leave.
7. Where a Disability Leave is for disability related to pregnancy, the pregnant Administrator applying for such leave under the provision of this Section may simultaneously make application for a Child Rearing Leave in accordance with the provisions of Section C of this Article.

B. Maternity/Paternity Leave

1. All Administrators requesting an unpaid Maternity/Paternity Leave under this Article without regard to a claimed present state of disability, shall (as soon as the pregnancy is medically confirmed) submit to the Superintendent or his designee a written request specifying the date (no earlier than five (5) months prior to the anticipated date of the birth of a child) on which he/she expects to commence said leave and the date on which he/she expects to return from said leave, which shall not be chargeable to said Administrator's sick leave account.
2. Whenever, in the opinion of the Board, the date of the commencement of the unpaid Maternity/Paternity Leave, and/or the date for the resumption of duties would substantially interfere with the administration of the schools and/or the education of students, the requested dates may be changed by the Board.
3. Where an unpaid Maternity/Paternity Leave has been approved, the commencement or termination dates thereof may be extended or reduced upon application by the Administrator to the Board accompanied, where appropriate, by a written statement from the Administrator's physician as to the advisability of such extension or reduction. Such extensions or reductions may be granted by the Board for additional reasonable periods of time provided, however, that the Board may alter the requested dates upon a finding that such extension or reduction would substantially interfere with the administration of the schools and/or with the education of students and, provided, further, that such change by the Board is not medically contraindicated. All extensions of such leaves shall in any event be subject to the provisions of N.J.S.A. 18A:30-1 et seq. and, specifically, N.J.S.A. 18A:30-7.

4. These provisions shall not be deemed to impose upon the Board any obligation to grant or extend a Maternity/Paternity Leave of any non-tenured Administrator beyond the end of the work year in which such leave was originally granted, provided, however, that the provisions of this Subsection shall not in any way preclude the ability on the part of the Board, in its absolute discretion, to grant to a non-tenured Administrator a Maternity/Paternity Leave extending beyond the end of such work year. The period of an unpaid Maternity/Paternity Leave granted to a non-tenured Administrator shall not be included in the minimum period required by statute to attain tenure, and said Administrator shall not acquire tenure during such leave.
5. An Administrator applying for a Maternity/Paternity Leave under the provisions of this section may simultaneously make application for a Child Rearing Leave in accordance with the provisions of Section C of this Article.

C. Child Rearing Leave

1. In the case of the birth of a child or the placement of a child under the age of five (5) for adoption, any Administrator shall have the right, upon application, to leave for the purpose of child rearing. Said Child Rearing Leave shall be without pay. In any case where both parents of such child are employed in the Westfield Public Schools, only one (1) parent shall be entitled to such Child Rearing Leave at any one time.
2. Application for Child Rearing Leave in connection with the birth of a child shall be filed at least sixty (60) days prior to the anticipated birth date of the child. Application for Child Rearing Leave in connection with the placement of a child under the age of five (5) for adoption shall be filed immediately upon receipt by an Administrator of a notice of such placement.
3. In the case of an Administrator who has been granted Disability Leave under the provisions of Section A of this Article, and who has applied for Child Rearing Leave, such Child Rearing Leave shall become effective immediately upon the termination of the aforesaid Disability Leave.
4. Child Rearing Leave shall be granted, upon application made therefor, for a period ending as of the date requested by the Administrator unless the date of return selected by that Administrator for the resumption of duties would substantially interfere with the administration of the schools or with the education of pupils. Such Child Rearing Leave shall be automatically extended, in the case of tenured Administrators only, upon the request of a tenured Administrator, for one (1) additional work year. Such request by

such administrator for an extension of such Child Rearing Leave for such additional work year shall be made to the Superintendent or his/her designee in writing no later than the March 1st preceding the expiration of the first period thereof. Such Child Rearing Leave for such tenured Administrator may be extended by the Board upon the request by such tenured Administrator made to the Superintendent or his/her designee in writing no later than the March 1st preceding the expiration of the leave, for a second additional work year.

5. An Administrator may request early reinstatement, the granting of which shall be in the sole discretion of the Board.
6. These provisions shall not be deemed to impose upon the Board any obligation to grant or to extend a Child Rearing Leave of any non-tenured Administrator beyond the end of the work year in which such leave was originally granted, provided, however, that the provisions of this Subsection shall not in any way preclude the ability on the part of the Board, in its sole discretion, to grant to a non-tenured Administrator a Child Rearing Leave extending beyond the end of such work year. The period of an unpaid Child Rearing Leave granted to a non-tenured Administrator shall not be included in the minimum period required by statute to attain tenure, and said Administrator shall not acquire tenure during such leave.

ARTICLE XVI

SALARIES

A. Salaries

1. The salaries of all Administrators for each of the periods July 1 1981 through June 30, 1982 and July 1 1982 through June 30, 1983, respectively, shall be increase by
 - (i) \$2,500 (the "Non-Merit Aspect of a Salary Increase") and
 - (ii) Such amount, ranging from \$00.00 to \$1,000, as is recommended by the Superintendent to the Board (the "Merit Aspect of a Salary Increase").
2. The Merit Aspect of a Salary Increase shall be recommended for Administrators who, during the prior year,
 - (a) Consistently demonstrated competent performance exceeding standards for all of the critical aspects of the job description for the position in question and rendered a total performance well above the normal standards for the position in question,
 - (b) Offered to perform and performed or accepted and performed extra duties and responsibilities beyond the requirements of the job description for the position in question and
 - (c) Offered to serve and served in an extraordinary manner, any governmental, civic, or cultural group located in Westfield, New Jersey.

3. It is expressly understood that the Superintendent shall have sole discretion in recommending to the Board the Merit Aspect of a Salary Increase for all Administrators based on the aforementioned criteria. It is further expressly understood that no Administrator who has performed satisfactory service only shall be automatically entitled to any portion of the Merit Aspect of a Salary Increase.
4. Attached hereto are Salary Schedules for Administrators for 1981-1982 and 1982-1983, respectively.

B. Procedures for Advancement on Salary Guide and for Withholding of Increases

1. Progress along the non-merit aspect of the pattern of increases shall be automatic unless the Board withholds all or any part of the Non-Merit Aspect of a Salary Increase in accordance with the provisions of this Section B.
2. The Board expressly reserves the right to withhold, for inefficiency or other good cause, all or any part of the Non-Merit Aspect of a Salary Increase.
3. In the event that the Board exercises its right to withhold for inefficiency or other good cause all or any part of the Non-Merit Aspect of a Salary Increase, the Board does hereby agree to employ the following procedures:
 - a. The Superintendent shall not forward any recommendation to withhold the Non-Merit Aspect of a Salary Increase for an Administrator, or any portion thereof, to the Board later than April 15 of the school year preceding that in which such action would take effect. The Superintendent shall give to the Administrator against whom the recommendation shall be made written notice of the alleged cause or causes for the recommendation, in which event the Administrator may within five (5) school days request in writing an opportunity to meet with the Superintendent. In the event such a meeting is requested, the Superintendent shall take no action on the recommendation until five (5) school days after said meeting occurs.
 - b. Whenever the Superintendent recommends that the Board withhold the Non-Merit Aspect of a Salary Increase or any portion thereof, the Administrator to be so deprived shall be given written notice of such recommendation.
 - c. If, following such recommendation by the Superintendent, such Administrator desires to pursue the matter further, arrangements shall be made to afford said Administrator reasonable opportunity to appear before the Board and to be accompanied by a representative of his/her own choosing. In order to have such an opportunity, such Administrator must, within seven (7)

calendar days after receipt of written notice of the Superintendent's recommendation, request in writing such a meeting with the Board. The meeting between such Administrator and the Board shall not constitute a plenary hearing.

- d. The Board shall be given a reasonable opportunity, following said meeting, to deliberate. If the resultant action of the Board is to withhold all or a portion of the Non-Merit Aspect of a Salary Increase, the Board shall, within ten (10) calendar days after said meeting, give written notice of such action, together with the reasons therefor to the Administrator concerned.

C. Retirement Stipend

Each Administrator retiring under the provisions of the New Jersey Teacher Pension and Annuity Fund after ten (10) or more years of satisfactory service shall, upon the recommendations of the Superintendent, be hired by the Board to serve as an educational consultant for a period of not longer than six (6) months at a stipend of not more than Five Thousand (\$5,000.00) Dollars. Such service shall be designed by the Superintendent to benefit the Westfield Public Schools.

ARTICLE XVII

CREDIT UNION DEDUCTIONS

An Administrator may elect to have a portion of his/her salary deducted and forwarded to the Union County Teachers' Federal Credit Union in accordance with prior established procedure.

ARTICLE XVIII

TRAVELLING ADMINISTRATOR EXPENSES

- A. Administrators who are regularly required to use their own automobiles in the performance of their duties shall be compensated according to the following procedure.
 1. Mileage from the first building location to the last building location of the day is to be indicated on a travel voucher form.
 2. Travel voucher forms are to be completed in detail and submitted to the Superintendent at the end of each month for approval.
 3. Mileage is to be computed at the rate of \$0.185 per mile.
 4. Payments will be made in January and June.

ARTICLE XIX

INSURANCE

A. Health Insurance

The Board shall pay for all Administrators the full premium for the Connecticut General Hospital Medical Plan, for either single or family coverage as may be appropriate, through the Connecticut General Plan.

B. Dental Insurance

The Board shall pay for all Administrators the full premium for basic dental coverage, and for the riders covering additional basic, periodontic services, orthodontic services and prosthodontic services, for either single or family coverage as may be appropriate, through Connecticut General (\$25. deductible).

C. Major Medical Rider

The Board shall pay for all Administrators, for either single or family coverage as may be appropriate, the full premium for the major medical rider covering (i) catastrophic events and (ii) the elimination of the presently existing limit of \$50,000 on major medical coverage.

D. Prescription Plan

Effective July 1, 1982, the Board shall pay for all Administrators, for single or family coverage as may be appropriate, the full premium for a prescription plan to be afforded by a carrier to be jointly agreed upon by the Board and the Association.

E. Coverage for Rehired Administrators

Any Administrator whose employment is terminated prior to June 30 and who is rehired by the Board prior to July 1, shall be entitled to have the coverage payments referred to in Sections A, B, C and D above, as may be applicable as of July 1 in question, extended to cover July and August.

F. Coverage After Retirement

The Board agrees to permit each Administrator, who has retired from the Westfield Public Schools under the provisions of the New Jersey Teachers' Pension and Annuity Fund and is entitled to receive pension payments thereunder, to continue his/her participation in the insurance programs which are the subject of this Article and which are in effect as of the time of the Administrator's retirement from the Westfield Public Schools. In order for an Administrator to be so eligible to continue participation in said insurance programs after the Administrator's retirement, the Administrator must have retired after fifteen (15) or more years of

service in the Westfield Public Schools and must, within thirty (30) days of retirement from the Westfield Public Schools, submit to the Board a request in writing for continued participation in said insurance programs. Each retired Administrator who participates in the insurance programs which are the subject of this Article shall pay the cost for his or her participation, such payment to be made by semi-annual installments paid in advance. Eligibility for participation in said health insurance programs shall cease immediately upon the attainment by the retired Administrator of eligibility to participate in Medicare or upon the Administrator's death.

G. Equivalency Coverage

Notwithstanding the provisions of Sections A, B C and D, the Board and the Association agree that, in the event that the Board or the Association desires to replace the insurance described in any one or all of Sections A, B, C and/or D, the Board may do so upon the following conditions:

1. Under no circumstances may the insurance described in Sections A, B, C or D be reduced in any way below the coverage provided for.
2. There shall be no break or discontinuance in insurance coverage under Sections A, B, C and D.
3. Any other provider of the insurance described in Sections A, B, C and D must provide insurance that is generally acceptable to hospitals (and to doctors, dentists and pharmacies, if applicable) in the area of Westfield, New Jersey.
4. Any other provider of the insurance described in Sections A, B, C and D must have a reputation for making payments within a reasonable amount of time.
5. Either party shall have the right to reject the selection of a new insurance provider for any of the reasons set forth in Subsections 1 through 4 above. Such rejection, if it occurs, may be submitted to arbitration under the terms of Article III of this Agreement.

ARTICLE XX

SPECIAL GRANTS

A. General

The program for special grants is a plan designed to increase the professional competence of Administrators in the Westfield Public Schools and to help maintain instructional service at the highest level of quality and efficiency. While special grants are not awarded as a reward for past accomplishments, it is understood that satisfactory service is a prerequisite.

B. Eligibility

An Administrator with three (3) or more years of continuous service in the Westfield Public Schools may apply each year to the Superintendent for a special grant not to exceed \$300 and \$325 in the 1981-1982 and 1982-1983 school years, respectively, to meet reasonable travel or other expenses incurred outside school hours in connection with courses of study directly related to his or her work in the Westfield Public Schools.

C. Procedures

Special grants shall be awarded according to the following principles:

1. The Administrator must submit to the Superintendent a detailed outline of the course or courses of study for which the special grant is to be expended. This purpose must be directly connected with the work of the Administrator. If the proposed program is approved by the Superintendent, it shall then be brought to the attention of the Board for approval.
2. Applications must be submitted not later than November 15 of the year preceding the one in which the grant is to be expended.
3. The Administrator shall submit an official transcript to the Superintendent for each course completely or partially funded under these provisions.
4. Special grants may be accumulated to a maximum of \$900 and \$975 in the 1981-1982 and 1982-1983 school years, respectively. When the maximum has been accumulated, no further accumulation shall be allowed until at least \$100 of the grant shall have been expended for an approved purpose.
5. Administrators awarded special grants shall not expend them unless they plan to spend the subsequent year as an Administrator in Westfield.
6. No awards will be made to an Administrator who has resigned, is planning to retire or will be on a leave of absence for any reasons other than sabbatical.
7. Requests for payment of cumulative grants shall be submitted on the official form.
8. Approval for payment of special grant will not be given for a course taken prior to application for the grant.

D. Supplementary Special Grants

In addition to awarding special grants in accordance with the provisions of Sections A, B and C above, the Board shall establish, during each year of this Agreement, a fund of Five Thousand (\$5,000.00) Dollars, all or a portion of which is to be expended, in the sole discretion of the

Superintendent, on account of reasonable travel or other expenses incurred outside school hours by Administrators with three (3) or more years of continuous service in the Westfield Public Schools in connection with attendance at professional conferences, conventions and/or seminars which are directly related to an Administrator's work in the Westfield Public Schools and which are approved in writing in advance, in the sole discretion of the Superintendent. Administrators shall follow the following procedures in connection with attendance, at Board expense, at professional conferences, conventions and/or seminars:

1. The Administrator must submit to the Superintendent a detailed outline of the professional conference, convention or seminar for which the Supplementary Special Grant is to be expended. If the proposal is approved by the Superintendent, it shall then be brought to the attention of the Board for approval.
2. Applications must be submitted prior to the next regular meeting of the Board preceding the date of commencement of the professional conference, convention or seminar in question.
3. Administrators awarded Supplementary Special Grants shall not expend them unless they plan to spend the subsequent year as an Administrator in the Westfield Public Schools.
4. No award of a Supplementary Special Grant will be made to an Administrator who has resigned, is planning to resign or will be on a leave of absence for any reason other than sabbatical.
5. Requests for payment of a Supplementary Special Grant shall be submitted on the official form.
6. Approval for payment of a Supplementary Special Grant will not be given for attendance at a professional conference, convention or seminar prior to the application for the grant.

ARTICLE XXI

SABBATICAL LEAVE

A. General

Sabbatical Leave is designed to help maintain instructional service at the highest level of quality and efficiency. While satisfactory service is its prerequisite, Sabbatical Leave is not a reward for past accomplishments. On the contrary, it is a privilege granted to employees for their professional advancement so that they may better serve the local school district.

The policy of granting Sabbatical or professional Leaves of Absence is established solely for the purpose of promoting the more efficient conduct of the public schools. In no case, therefore, shall an application for such leave be recommended by the Superintendent or approved by the Board unless in his or her or its considered judgment the professional

competence of the Administrator and the general efficiency of the school system will thereby be benefited.

The best criterion for judging a particular request for Sabbatical Leave is whether, in the long run, it will contribute to the improvement of the teaching service.

B. Eligibility

1. Any Administrator who has completed seven (7) or more successive years of satisfactory service in the Westfield Public Schools may, upon recommendation of the Superintendent, be granted leave of absence for one (1) or two (2) semesters for study or travel on a full-time basis, either of which shall be directly connected with his or her work in the Westfield Public Schools.
2. The effective date of second semester Sabbatical Leaves will be February 1, whether or not this coincides with the actual second semester changeover. A subsequent Sabbatical Leave will not be authorized for an Administrator unless and until he or she shall have re-established eligibility by serving another period of seven (7) or more successive years of successful service.

C. Number of Leaves Authorized

No more than one (1) Administrator shall be granted Sabbatical Leave for the same semester. The Board may, in its sole discretion, determine not to grant any Administrator a Sabbatical Leave for a given semester or school year.

D. Application for Leave

1. Application for Sabbatical Leave shall be made on or before November 15 of any year. If approved, such leave shall become effective at the beginning of either the first or second semester of the year immediately following.
2. Application shall be made upon a regular blank form prescribed by the Superintendent, and shall set forth a program or itinerary to be followed by the Administrator during the period of the leave.
3. In recommending Sabbatical Leaves of absence, the Superintendent shall give consideration to the use to be made of the requested leave and to seniority in service. Due consideration shall be given to the reasonable and equitable distribution of Sabbatical Leaves.
4. Each applicant shall be notified promptly in writing by the Superintendent of the decision of the Board concerning his or her application.

E. Subsequent Service

1. An Administrator to whom a Sabbatical Leave is granted shall hereby be deemed to have entered into a contract to continue in the service of the Board for a period of not less than two (2) years after the expiration of the Sabbatical Leave.
2. If an Administrator fails to so continue in service after a Sabbatical Leave, such Administrator shall repay to the Board a sum of money which bears the same ratio to the amount of salary received while on Sabbatical Leave as the unperformed part of the two (2) subsequent years of service bears to the full two (2) years, unless such Administrator is incapacitated, has been discharged, or has been released by the Board from this obligation for good and sufficient reasons approved by the Board.

F. Status of Tenure and Pension

The period of Sabbatical Leave shall count as regular service for the purposes of retirement. Contributions by the Administrator to the retirement fund shall continue as usual during such period. Tenure rights shall not be impaired.

G. Illness or Accident

Should the program of study or itinerary being pursued by an Administrator on Sabbatical Leave be interrupted by serious accident or illness during such leave, such an interruption shall not constitute a breach of the conditions of such leave or prejudice the Administrator against receiving all the rights and privileges provided for under the terms of his or her Sabbatical Leave, provided that the Superintendent was notified of such accident or illness by registered letter within ten (10) days of its occurrence and is subsequently furnished with satisfactory evidence thereof.

H. Forfeiture of Leave

If the Superintendent shall become convinced that an Administrator on Sabbatical Leave is not fulfilling the purpose for which the Sabbatical Leave was granted, he/she shall immediately report this fact to the Board and the Board may terminate the Sabbatical Leave as of the date of its abuse, after giving the Administrator an opportunity to be heard.

I. Sabbatical to Disability Leave

If an Administrator on Sabbatical Leave shall ascertain that he/she is disabled, he/she shall as soon as is practicable report this fact to the Superintendent. Such Administrator may be transferred from Sabbatical Leave to Disability Leave in accordance with, and subject to, the provisions of this Agreement regulating Disability Leave.

J. Return to Active Duty

1. An Administrator who has been on Sabbatical Leave for the first semester of any school year shall notify the Superintendent, on or before December 1 of that year, of his or her intention to return to duty the following semester. If leave has been granted for the second semester or the entire school year, the Administrator shall notify the Superintendent on or before April 1 of that year, of his or her intention to return to duty the following school year.
2. Failure of an Administrator on Sabbatical Leave to give such notification may be interpreted as indicating that such Administrator does not wish to retain a connection with the Westfield Public Schools.

K. Reinstatement

At the expiration of Sabbatical Leave, an Administrator, who has complied with Section J, shall be reinstated in the position held at the time such leave was granted, unless he or she shall agree otherwise or unless conditions arose during the term of the Sabbatical Leave which would have resulted in a change in the position of said Administrator had he or she remained in active service. As a further condition of reinstatement, said Administrator shall present a written report to the Superintendent in which are stated the activities engaged in while on Sabbatical Leave and the subsequent benefits expected therefrom. If the Sabbatical Leave is taken during a first semester, such report is due by March 30 of the following semester; if the Sabbatical Leave is taken during the second semester or for the entire school year, such report is due by the following September 30.

L. Salary

1. The salary paid to an Administrator on Sabbatical Leave for a full year shall be one-half (1/2) of the salary to which he or she would be entitled if not on leave, less the regular deductions for Government Income Tax and for the New Jersey Teachers' Pension and Annuity Fund as computed for all present entrants employed in the State.
2. Administrators receiving a Sabbatical Leave for one(1) semester shall receive full pay, minus the regular deductions listed above.
3. Salary checks shall be issued in accordance with the salary schedule for all Administrators in the Westfield Public Schools.

ARTICLE XXII

MISCELLANEOUS PROVISIONS

- A. 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 Administrator benefit existing prior to its effective date.

- B. If any provision of this Agreement, or any application of this Agreement to any Administrator or group of Administrators 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.
- C. Any individual contract between the Board and an individual Administrator, heretofore or hereafter executed, shall be subject to and consistent with the terms and conditions of this Agreement. If an individual contract contains any provisions inconsistent with this Agreement, this Agreement, during its duration, shall be controlling. However, no provision of this Agreement shall be deemed to vest in non-tenured Administrators rights reserved to tenured Administrators.
- D. The Board and the Association agree that there shall be no discrimination, and that all practices, procedures and policies of the school system shall clearly exemplify that there is no discrimination in the hiring, training, assignment, promotion, transfer or discipline of Administrators, or in the application or administration of this Agreement, on the basis of race, creed, color, religion, national origin, sex, domicile, age or marital status, or on the basis of a physical handicap unless the nature and extent of the handicap reasonable precludes the performance of particular employment.
- E. Whenever any notice is required to be given by either of the parties to this Agreement to the other, pursuant to the provision(s) of this Agreement, either party shall do so by telegram or certified mail sent to the following addresses:
 1. If by Association, to the Board at 302 Elm Street.
 2. If by Board, to the President of the Association at the school to which the President is assigned.

ARTICLE XXIII

DURATION OF AGREEMENT

The effective term of this Agreement shall be from July 1 1981 to June 30, 1983.

IN WITNESS WHEREOF the parties have hereunto caused this Agreement to be signed by their proper officers and their proper corporate seals to be affixed hereto the day and year above written:

ATTEST:

WESTFIELD BOARD OF EDUCATION

James P. Kuey

By: *Marilyn S. Mulotta*

ATTEST:

WESTFIELD ASSOCIATION OF ADMINISTRATORS AND SUPERVISORS

Charles W. Jackson

EXHIBIT "A"

WESTFIELD PUBLIC SCHOOLS

GRIEVANCE FORM

This form is to be utilized for grievance processing in accordance with the Agreement between the Westfield Association of Administrators and Supervisors and the Westfield Board of Education.

AGGRIEVED ADMINISTRATOR(S) _____ DATE SUBMITTED _____

BUILDING/ASSIGNMENT _____

DATE OF OCCURRENCE OF DATE AS OF WHICH AGGRIEVED ADMINISTRATOR(S) HAD KNOWLEDGE OF OCCURRENCE: _____

STATEMENT OF GRIEVANCE: (Set forth all known relevant facts)

CITATION OF SPECIFIC CONTRACT CLAUSE(S), RULE(S) OR REGULATION(S) UNDER WHICH GRIEVANCE AROSE:

RELIEF SOUGHT:

SIGNATURE OF GRIEVANT

STEP 1 - SUPERINTENDENT

Date Received

DISPOSITION:

SIGNATURE OF SUPERINTENDENT DATE

STEP 2 - BOARD OF EDUCATION

Date Received

DISPOSTION BY BOARD:

SIGNATURE OF SECRETARY TO BOARD DATE