

Agreement between
the
Westfield Board of Education

and the

**Westfield Association of
Administrators and Supervisors**

July 1, 2023 – June 30, 2027

TABLE OF CONTENTS

AGREEMENT	3
RECOGNITION	3
NEGOTIATION PROCEDURE	4
GRIEVANCE PROCEDURE	4
ADMINISTRATORS' RIGHTS AND RESPONSIBILITIES	7
ASSOCIATION PRIVILEGES	8
WORK YEAR	8
ADMINISTRATIVE VACANCIES. PROMOTIONS AND TRANSFERS	9
EVALUATION OF ADMINISTRATORS	10
EMERGENCY SCHOOL CLOSINGS	10
ASSOCIATION-ADMINISTRATION LIAISON	10
DUTY-FREE LUNCH PERIODS	10
SICK LEAVE	10
PERSONAL LEAVE	11
EXTENDED LEAVES	12
SALARIES	15
AUTOMOBILE MILEAGE REIMBURSEMENT	16
INSURANCE	16
REIMBURSEMENTS	19
SABBATICAL LEAVE	20
MISCELLANEOUS PROVISIONS	23
DURATION OF AGREEMENT	25

AGREEMENT

This Agreement made April 13, 2023 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-I 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 hereby recognizes the Association as the exclusive and sole representative for collective negotiations concerning the terms and conditions of employment for all personnel employed in the following categories:

- Principal
- Assistant Principal
- Director
- Supervisor

The term "Director" is used on two levels within the District: the District level and the Central Office level. Central Office Directors are excluded from this unit.

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 and regulations 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 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 they/them immediate superior, as appropriate. The Administrator may meet with they/them immediate superior, as appropriate, 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 they/them 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.
- 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, by any member of the Administration or the Association 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 they/them written Grievance and process through Step 1 of the grievance procedure by himself/herself, or, at they/them 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 view.
- 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 they/them Grievance with they/them immediate superior, as appropriate. The Grievance must be in writing, on the prescribed form, and the writing shall set forth the relevant facts known at that time, the specific contract clause, rule or regulations under which the Grievance has arisen, the date of the alleged Grievance, and the relief sought. The immediate superior, as appropriate, shall render they/them decision in writing with reasons within ten (10) calendar days after receipt of the Grievance.
 - Step 2. In the case of an Administrator whose immediate superior is someone other than the Superintendent, the aggrieved Administrator may, within ten (10) calendar days after receipt of they/them immediate superior's decision, appeal the decision to the Superintendent. The appeal must be in writing, on the prescribed form, and the writing shall set forth the respects in which the grievant disagrees with the decision at Step 1. The Superintendent shall render they/them decision in writing with reasons within ten (10) calendar days after receipt of the Grievance.

Step 3. In the event the Grievance is not resolved at Step 1 or Step 2, as appropriate, the Association may, within ten (10) calendar days after receipt of the written decision at Step 1 or Step 2, as appropriate, 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 ten (10) calendar days after receipt of the Grievance at Step 3, 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 ten (10) calendar days of the hearing.

Step 4. In the event that the Grievance is not resolved by the review of the Board as described in Step 3, the Association may elect to have the matter referred for arbitration by filing, within ten (10) calendar days of the date of decision at Step 2, written request for arbitration within the Public Employment Relations Commission, with a copy to the Board. In the event that the Association and the Board do not agree upon an arbitrator within ten (10) calendar days, they agree to designate the Public Employment Relations Commission, 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 they/them 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 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 seven (7) calendar 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 with the Superintendent 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
ADMINISTRATORS' 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 they/them 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 of an Administrator shall be made in confidence.**

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, email accounts and school mailboxes for Association business.

ARTICLE VI WORK YEAR

A. Work Year of Administrators

- 1. All Administrators' positions shall be on 12-month contracts.
- 2. The contract year for all Administrators shall commence on July 1st and end on the following June 30th.
- 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.
- 4. All Administrators shall be granted twenty-seven (27) vacation days to be taken with the approval of the Superintendent. Vacation days shall be earned at the rate of two (2) days per month (three (3) in July, August, September). Administrators may take vacation days in the year that they are earned.

Administrators will use all vacation days prior to June 30th under ordinary circumstances. With the Superintendent's approval, administrators may carry over no more than three (3) unused vacation days in any one year with a total accumulation of no more than ten (10) days.

Subject to applicable law, administrators who have accumulated unused vacation days prior to July 1, 2000 may request payment of those days at the 1999-2000 per diem rate.

In any one year, an administrator who already has ten (10) banked vacation days may carry over an additional five (5) vacation days to be used by August 31st.

Upon retirement, Administrators will be paid at the current per diem rate for banked vacation days plus a maximum of twenty-seven (27) accrued vacation days.

B. Unused Snow Days

In the event that unused snow days are returned to the employees and school is not in session, the Administrators will not be required to work.

C. Principal Absence

When a Principal is going to be absent from work for any reason, he/she must contact the Superintendent to advise him/her prior to the beginning of the work day.

D. Remote Work

Administrators are allowed to work from home for a maximum of three days per year on days when school is not in session and with prior approval of the Superintendent.

ARTICLE VII ADMINISTRATIVE VACANCIES, PROMOTIONS AND TRANSFERS

A. Notice

A notice of a vacancy in an administrative position shall be posted ten (10) working days before the final date, by which date applications must be submitted. The notice of vacancy shall set forth the position and its qualifications, and indicate that the position's job description is available through the Office of Human Resources.

B. Request for Transfer

Request may be made by an Administrator for a transfer to a different position or building no later than April 1st for the next school year or ten (10) 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 they/them superior, if applicable.

D. Additional Administrative Duties/Responsibilities

In the event of an unfilled vacancy or when a member of the WAAS is on a Board of Education recognized leave of absence, each of which is consisting of 20 or more days, the Administrator assuming the additional role will be compensated an additional 20% of their base pay for the duration of the coverage.

ARTICLE VIII EVALUATION OF ADMINISTRATORS

The substance and process of the supervision and evaluation of administrators and supervisors will be consistent with TEACHNJ, N.J.S.A.18A:6-117 et seq.

ARTICLE IX EMERGENCY SCHOOL CLOSINGS

When schools are closed because of inclement weather or emergency conditions, it is the responsibility of Administrators to ensure that the school and grounds be in readiness for a reopening as soon as possible. Administrators will be on duty if the emergency condition in question so warrants.

ARTICLE X ASSOCIATION-ADMINISTRATION LIAISON

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 may be held throughout the year, as needed, for the purpose of studying the District's problems, reviewing approaches which will improve the schools' programs, and discussing matters of mutual concern. Either party may call for additional liaison meetings as needed.

ARTICLE XI DUTY-FREE LUNCH PERIODS

All Administrators shall be given a duty-free lunch period and provision shall be made to cover their responsibilities during this time.

ARTICLE XII 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 to each Administrator for a maximum of eighteen (18) days in each contract year. A full year's allowance shall go into effect on July 1 of each year. Up to fifteen (15) unused sick days may be carried over.

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 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 designee.

Payment for Unused Sick Days Upon Retirement

Each Administrator who has retired after ten (10) or more years of service in the Westfield School District shall be entitled to payment for unused sick days at they/them per diem rate to a maximum of fifteen thousand dollars (\$15,000)

ARTICLE XIII PERSONAL LEAVE

- A. Absence without salary deduction or charge against sick leave may be authorized as follows:
 - 1. For absence occasioned because an employee is quarantined for the sickness of another.
 - 2. For absence occasioned by an accident on the job.
- B. Absence without salary deduction or charge against sick leave may, in the discretion of the Superintendent and with they/them approval, be authorized as follows:
 - 1. Up to six (6) days during each school year for absence occasioned by the death of each parent, husband, wife, daughter, son, brother or sister or member of the administrator's immediate household.
 - 2. Up to three (3) days during each school year for absence occasioned by the death of each father-in-law or mother-in-law or grandparent.
 - 3. Up to one (1) day during each school year for absence occasioned by the death of each aunt, uncle, brother-in-law, sister-in-law or a friend.
 - 4. Six (6) days will be allowed for personal days during each school year.
 - 5. Up to an aggregate of 5 days for the birth or adoption of a child. This leave shall not be combined with any other leave unless approved by the superintendent.
- C. Personal leaves of absence without pay may, upon request and at the discretion of the Superintendent and with they/them approval, be granted.

ARTICLE XIV 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 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 they/them designee of the condition expected to result in disability as soon as practicable, and shall submit to the Superintendent or they/them designee, a written statement from they/them 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 they/them physician stating that he/she is capable of resuming they/them 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 reduction 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 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 provisions of this Section may simultaneously make application for a Child Rearing Leave in accordance with the provisions of Section C of this Article.
8. An employee who qualifies for a disability leave under the Federal Family and Medical Leave (FMLA) will concurrently use available and accumulated sick days during the period of such leave. Should the employee not have enough sick days available for the duration of the leave, the employee shall exhaust they/them sick days and then be placed on unpaid FMLA leave for the remainder of the leave time. An employee on FMLA leave shall be entitled to remain on the health insurance plan, subject to payment of they/them contribution towards the premium, only during the period of the leave pursuant to law.

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 they/them designee a written request specifying the date (no earlier than five (5) months prior to the anticipated date of 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 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/Adoption 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 therefore, 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 they/them designee in writing not later than March 1st preceding the expiration of the first period thereof. Effective as of July 1, 2015, all members on contractual Maternity/Paternity Leave (after exhausting the presumptive period of disability, and any statutory leave) will be entitled to health benefits through COBRA.

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.
7. An employee who qualifies for a child rearing leave under the Federal Family and Medical Leave (FMLA) or under the New Jersey Family Leave Act (NJFLA) will be placed on leave concurrently with both acts during the period of such leave. An employee on FMLA leave shall be entitled to remain on the health insurance plan, subject to payment of they/them contribution towards the premium, only during the period of said leave pursuant to the law.

ARTICLE XV SALARIES

A. Salaries of Administrators and Supervisors

Salaries for Administrators and Supervisors hired during the contract period shall fall within the following ranges:

Principal – High School	\$140,000 - \$175,000
Principal – Intermediate School	\$130,000 - \$165,000
Principal – Elementary School	\$125,000 - \$150,000
Principal – Early Childhood School	\$125,000 - \$150,000
Assistant Principal	\$105,000 - \$125,000
Supervisor/Director	\$115,000 - \$140,000

For the period July 1, 2023 through June 30, 2027 the increments for all Administrators continuing in the same position shall be:

Year 1 - 3.2% 2023-2024
Year 2 - 3.2% 2024-2025
Year 3 - 3.2% 2025-2026
Year 4 - 3.2% 2026-2027

No increments will be paid when an agreement expires prior to the negotiation of a successor agreement.

B. Doctorate Degree

A Doctorate Degree is defined as a degree earned in a traditional doctoral program.

If an Administrator earns a doctorate degree from a program approved by the Superintendent, they shall receive fifteen thousand dollars (\$15,000) paid over two (2) years in two (2) equal amounts of seven thousand five hundred dollars (\$7,500). With the Superintendent's written approval, a doctorate degree may also be earned in a hybrid program (online and traditional). The Superintendent's approval of the program and the corresponding approval of any related salary advancement shall not be subject to arbitration. If the doctorate is earned during the contract period, the full fifteen thousand dollars (\$15,000) will be paid to the member, if still employed in the Westfield school district, during the two (2) year period of payment

ARTICLE XVI AUTOMOBILE MILEAGE REIMBURSEMENT

Administrators using their personal automobile for district business shall be reimbursed by the Board at the rate permitted by the State of New Jersey.

ARTICLE XVII INSURANCE

A. Health Insurance

Administrators hired before July 1, 2020 will have the choice of the following six plans;

Choice POS II \$20
Managed Choice - POS \$20
Open Access Select OMNIA
Open Access Select EPO
NJ Educations Health Plan

Garden State Health Plan

All employees hired on July 1, 2020 or later, shall be provided with insurance pursuant to Chapter 44 of the State law. Such employees will have the option of selecting either the NJ Educators Health Plan or the Garden State Health Plan.

B. Dental Insurance

The Board shall pay for all Administrators and dependents, the full premium for dental coverage, which will include the usual and customary rate for diagnostic and preventive services, and for the riders covering additional basic, periodontal services, and prosthodontic services, which aggregate coverage shall be for not more than \$2,000.00 per insured per year. Effective July 1, 2012, there shall be a per child lifetime maximum of \$2,000 for orthodontic services.

C. Prescription Plan

The Board shall provide all Administrators and dependents a prescription plan as follows:

- Co-pay of \$20 for generic prescriptions.
- Co-pay of \$40 for preferred brand name prescriptions.
- Co-pay of \$60 for non-preferred brand name prescriptions.
- Co-pay of \$30 for mail order prescriptions.

D. Employee Contribution to Insurance

All members of the Association hired prior to July 1, 2020 will contribute towards the cost of the health, dental and prescription plans in accordance with Tier 4 of P.L. 2011, Chapter 78, throughout the life of this agreement and until a successor agreement is negotiated.

All members of the Association hired on July 1, 2020 or after, or those members hired prior to July 1, 2020 who choose a Chapter 44 health plan, will contribute towards the cost of health and prescription plans in accordance with NJ Chapter 44, P.L. 2020.

E. Employee Assistance Program

An employee assistance program shall be available for all administrators on a shared-cost basis. The Administrator's share will be a payroll deduction of \$2 per month.

F. 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 in Sections A, B, C and D above, as may be applicable as July 1 in question, extended to cover July and August.

G. Equivalency Coverage

Should the Board decide to change insurance carriers, the preceding procedures and substantive benefits must be the same as, or better than, those provided by the current carrier.

H. Voluntary Health Insurance Waiver

The district shall offer a voluntary health insurance waiver plan, or “opt-out” plan, without compensation, provided that employees can demonstrate that they have alternative coverage for themselves and their dependents.

I. Restoration of Benefits

During any time of the year in which the employee has elected to waive coverage, the employee shall be able to terminate the coverage waiver agreement and re-enroll in the district’s insurance plan under the following conditions:

- a. Loss of spouse’s employment
- b. Disability or death of spouse
- c. Divorce or legal separation
- d. Other life-altering event

Re-enrollment shall be immediate without penalties or restrictions including, but not limited to, pre-existing conditions for the employee and eligible dependents. Enrollment shall be as if the waiver or coverage had not been elected.

Employees must notify the board in writing of their decision to terminate the coverage waiver and re-enroll in the district plan no later than thirty (30) days after the event causing such decision

J. Domestic Partner/Civil Union Health Insurance

The Board of Education through its collective bargaining agreement shall make health insurance available to its employees. The Business Administrator/Board Secretary shall act as the certifying agent in the administration of this program.

1. The employee and the Domestic Partner must have registered as Domestic Partners as required by the State of New Jersey where applicable. Domestic Partners are eligible for health insurance membership only at open enrollment. An Affidavit of Domestic Partnership must be submitted to the Payroll Office at the time of application for health insurance benefits.

2. Definition of Family

Domestic Partner shall be treated the same as spouse in the definition of family for the purposes of the administration of sick leave, personal leave, extended leave, leaves of short duration and any other areas for which definition of family is a criteria.

ARTICLE XVIII REIMBURSEMENTS

A. Tuition

Tuition Reimbursement will be granted to all Administrators beginning in their second year in the district. Upon completion of graduate course work with a grade of B or better (or P when Pass/Fail is the only system available), the Board will annually reimburse all administrators covered by this agreement for tuition and fees up to fifteen thousand (\$15,000) dollars. All courses must be approved by the Superintendent. To receive reimbursement, courses must be given under the auspices of an accredited college at the graduate level, and official transcripts must be presented upon completion. Any administrator who receives the fifteen thousand dollar (\$15,000) reimbursement must remain employed as an administrator in the Westfield Public Schools for two (2) years after receiving the payment. If the administrator resigns or retires before the two (2) year term is up, they will repay the Westfield Public Schools seven thousand five hundred dollars (\$7,500).

B. Conference & Travel

The Board shall establish, for the duration of this agreement a fund of sixty thousand (\$60,000) dollars all or a portion of which is to be expended, in the sole discretion of the Superintendent, on account of reasonable travel or for expenses by Administrators 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. 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 funds are to be expended.
2. No award of a conference and travel expense 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.
3. Requests for approval shall be submitted on the official form and must be pre-approved by the Board of Education.

4. Each Administrator in the Westfield Public Schools shall be eligible for a minimum amount of \$2,000 per year to attend a conference and pay for reasonable travel expenses with the following restrictions:

- Registration, travel and lodging expenses shall be reimbursed in accordance with Board policy.
- Reimbursements for travel or other expenses shall be processed in accordance with applicable OMB circulars, N.J.S.A. 18A:11-12, State and Federal Regulations and Board policy.

ARTICLE XIX 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.
1. The effective date of second semester Sabbatical Leaves will be February 1, whether or not this coincides with the actual second semester changeover.
2. A subsequent Sabbatical Leave will not be authorized for an Administrator unless and until he or she has reestablished 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.

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 is 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 XX
MISCELLANEOUS PROVISIONS**

- A. Office – The Board of Education shall provide each Administrator with her/his own private, professional office including a telephone, desk, file cabinet, computer and all other necessary materials to assist and enable the Administrator in the performance of their duties and responsibilities.
- B. Program Involvement – Individual Administrators shall make recommendations to the Superintendent or they/them 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.
- C. 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 negotiating team when salaries and other economic matters are being considered.
- D. Prior to Board of Education approval to hire a new administrator, the Superintendent or her designee will consult with the President of the Westfield Association of Administrators and Supervisors regarding salary.
- E. 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.
- F. 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.

- G. 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.
- H. Administrators employed by the Board will be entitled to enroll their children in the Westfield Public Schools at no tuition charge. The Board retains the right to assign nonresident children to a school building and/or classes in such a manner that the assignment will not require hiring additional staff. The Board will not be responsible for payment of out-of-district tuition or transportation for students who are children of staff members who are not residents of Westfield. Should an administrator's child become eligible for an out-of-district placement after being enrolled in the Westfield Public Schools under this section, the Administrator shall disenroll the student from the Westfield Public Schools and shall enroll him/her in the child's district of residence. Non-Resident children may not be reassigned to a different school building once assigned. Once an administrator's employment in the district has ended, the children of said administrator may complete the remainder of that year in the district.
- I. Whenever any notice is required to be given by either of the parties of 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 the Board, to the President of the Association at the school or building to which the President is assigned.

**ARTICLE XXI
DURATION OF AGREEMENT**

Term

The effective term of this Agreement shall be from July 1, 2023 to June 30, 2027.

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

Brendan Galligan
Chair of Board Negotiating Team

Sonal Patel,
Board President

ATTEST:

WESTFIELD ASSOCIATION OF
ADMINISTRATORS AND SUPERVISORS

Thomas Paterson
WAAS Negotiating Team

Mary Asfendis
WAAS President

Date: