

AGREEMENT

BETWEEN

Board of Education of the West Windsor-Plainsboro Regional School District

and

West Windsor-Plainsboro Administrators Association

Effective Date: July 1, 2005 through June 30, 2008

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ARTICLE I Membership

In accordance with Chapter 123, Public Laws of 1974, the Board recognizes the West Windsor-Plainsboro Administrators Association, hereinafter known as “the Association,” as the exclusive and sole representative for collective negotiations concerning the terms and conditions of employment for all certified supervisory personnel, whether under contract, on leave, on a per diem basis, employed, or to be employed by the West Windsor-Plainsboro Board of Education, hereinafter known as “the Board,” including only:

- High School Principal
- Middle School Principal
- District Supervisor of Special Services (K-12)
- Supervisor of Special Services
- Elementary Principal
- High School Assistant Principal
- Middle School Assistant Principal
- Elementary Assistant Principal
- High School Supervisor (9-12)
- Supervisor (4-8)
- Supervisor (K-3)
- Director of Technology (K-12)
- Director of Guidance (K-12)
- Director of Athletics (K-12)
- Director of the Institute for Professional Development
- Supervisor of World Languages (K-8)
- Supervisor of World Languages (6-12)

and excluding all others.

Unless otherwise indicated, the terms “employee” and “administrator,” when used hereinafter in the Agreement, shall refer to all certificated employees represented by the Association in the negotiation unit described above. The parties agree all headings used throughout this Agreement are for informational purposes only and shall not affect in any way the Agreement of the parties and shall not be used by the parties or by a third party as a means to interpret the intent of any clauses contained in this Agreement. The Association shall represent employees who serve in the above-referenced positions on a part-time basis with respect to terms and conditions of employment arising from this agreement unless otherwise specified, modified or agreed to by the parties.

ARTICLE II
Negotiations Procedure

A. Deadline Dates

The parties agree to enter into collective negotiations over a successor Agreement in accordance with Chapter 123, Public Laws of 1974, State of New Jersey, in a good faith effort to reach agreement on all matters concerning the terms and conditions of employment. Negotiations shall begin no later than 120 days prior to the Board's required budget submission date.

Any agreement so negotiated shall apply to all members of the unit as defined, be reduced to writing, signed by the Board and the Association, be ratified by the Association, and be adopted by the Board.

B. Negotiating Team Authority

(1) Neither party in any negotiations shall have control over the selection of the negotiating representatives of the other party. The parties mutually pledge that their representatives shall be clothed with all necessary power and authority to make proposals, consider proposals and make counter proposals in the course of negotiations and to reach a tentative agreement subject to ratification by the WWPAA and the Board.

(2) Pursuant to Chapter 123, the Board of Education agrees not to conduct negotiations concerning terms and conditions of employment with anyone other than the representative as defined in Article I. For the term of this agreement.

C. Executive Board

This agreement shall not be modified in whole or part except by an instrument in writing duly executed by both parties. The party represented by WWPAA shall be the duly appointed Executive Board. A list of the persons comprising the Executive Board will be provided annually to the Superintendent and to the Board President.

D. Modification—Understanding of Parties

This Agreement incorporates the entire understanding of the parties on all matters which were or could have been the subject of negotiations. During the term of the Agreement, neither party shall be required to negotiate with respect to any such matter whether or not covered by this Agreement and whether or not within the knowledge or contemplation of either or both of the parties at the time they negotiated or executed this Agreement. This Agreement shall be effective as of July 1, 2002, and shall continue in effect, subject to the Association's right to negotiate over a successor agreement, as provided herein.

ARTICLE III Grievance Procedure

A. Definition

A "grievance" shall mean a complaint by an employee that there has been either a personal loss, injury or inconvenience because of a violation, misinterpretation or inequitable application of Board policy, this Agreement or an administrative decision, affecting the terms and conditions of employment as covered by this Agreement. A grievance to be considered under this procedure must be initiated by the employee within twenty (20) calendar days from the time when the employee knew or should have known of its occurrence.

B. Purpose

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

C. Procedure

1. Failure at any step of this procedure to communicate the decision on a grievance within the specified time limits shall be deemed a rejection of the grievance and shall permit the aggrieved employee to proceed to the next step. Failure at any step of this procedure to appeal a grievance to the next step within the specified time limits shall be deemed to be acceptance of the decision rendered at that step.
2. It is understood that employees 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.

D. Level One

Any employee who has a grievance shall discuss it first with the supervisor or immediate superior in an attempt to resolve the matter informally.

E. Level Two

If as a result of this discussion the matter is not resolved satisfactorily within five (5) working days, the grievant shall set forth the grievance in writing to the immediate supervisor, specifying:

1. The nature of the grievance;
2. The nature and extent of the injury, loss or inconvenience;
3. The result of previous discussions; and

4. The dissatisfaction with decisions previously rendered.

The immediate supervisor shall communicate a decision to the grievant in writing within ten (10) working days of receipt of the written grievance.

F. Level Three

The grievant, no later than five (5) working days after receipt of the decision in the foregoing step, may appeal the decision to the Superintendent of Schools. The appeal to the Superintendent must be made in writing, reciting the matter as specified above and the grievant's dissatisfaction with the decisions previously rendered. The Superintendent shall attempt to resolve the matter as promptly as possible, but within a period not to exceed fifteen (15) working days. The Superintendent shall communicate the decision in writing to the grievant and the immediate supervisor. It is understood that any person who reports directly to the superintendent shall begin the grievance procedure at Level Three.

G. Level Four

1. No claim by an employee shall constitute a grievable matter beyond Level Three or be processed beyond Level Three if it pertains to:
 - a. Any matter for which a method of review is prescribed by law or any rule or regulation of the State Commissioner of Education or any matter which according to law is either beyond the scope of Board authority or limited to action of the Board alone.
 - b. A complaint of a non-tenured employee which arises by reason of not being re-employed.
 - c. A complaint by any certificated employee occasioned by appointment to or lack of appointment to, retention in or lack of retention in any position for which tenure is either not possible or not required.
2. If the employee is dissatisfied with the decision of the Superintendent and if the grievance pertains to a violation of this Agreement between the Board and the Association, the employee or the Association may request the appointment of an arbitrator, such request to be made known to the Superintendent no later than 10 working days after the decision, in writing to the Superintendent.
3. An employee, in order to process the grievance beyond Level Three, must have the request for such action accompanied by the written recommendation for such action by the Association.
4. Within ten calendar days after such written notice of submission to arbitration, the Superintendent and the Association shall attempt to agree upon a mutually acceptable arbitrator. The following procedure will be used to secure the services of an arbitrator.
 - a. A joint request shall be made to the Public Employment Relations Commission to submit a roster of persons qualified to function as an arbitrator in the dispute in question.

- b. If the parties are unable to agree upon a mutually satisfactory arbitrator from the list submitted, they will request the Public Employment Relations Commission to submit a second list.
- c. If the parties are unable to agree, within ten calendar days of the initial request for arbitration, upon a mutually satisfactory arbitrator from the second submitted list, the Public Employment Relations Commission may be requested by either party to designate an arbitrator. The arbitrator shall be limited to the issues submitted and shall consider nothing else. The arbitrator can add nothing to, nor subtract anything from, the Agreement between the parties or any policy of the Board of Education. The recommendation of the arbitrator shall be binding on both parties. Only the Board, the employee, the employee's representative, the Association and the immediate supervisor shall receive copies of the arbitrator's report. This shall be accomplished within fifteen (15) working days of the completion of the arbitration hearings.

H. Costs of Arbitration

- 1. Each party shall bear the total cost incurred by itself.
 - 2. The fees and expenses of the arbitrator are the only costs which shall be shared by the two parties and such cost will be shared equally.
- I. Whenever by mutual Agreement of the parties, any representative of the Association or any employee participates in grievance proceedings during working hours, that person shall suffer no loss in pay.
 - J. Any aggrieved person may be represented at all stages of the grievance procedure by a representative selected by the grievant.

ARTICLE IV
Supervisory Employee Rights

A. Rights and Protection in Representation

Pursuant to Chapter 123, Public Laws of 1974, the parties hereby agree that every employee in the unit shall have the right freely to organize, join and support the Association for the purpose of engaging in collective negotiations or to refrain from joining or participating in any way. The parties undertake and agree that they shall not directly or indirectly discourage or deprive or coerce any rights conferred by Chapter 123, Public Laws of 1974, or other laws of New Jersey or the Constitution of New Jersey and the United States; that they shall not discriminate against any supervisory employee with respect to hours, wages or any terms or conditions of employment by reasons of membership or non-membership in the Association; participation in any activities of the Association or decision to refrain from such activities; collective negotiations with the Board; or institution of or refusal to institute any grievance, complaint or proceeding under this Agreement or otherwise with respect to any terms or conditions of employment.

B. Statutory Savings Clause

Nothing contained herein shall be construed to deny or restrict to any employee such rights as he/she may have under New Jersey School Laws or other applicable laws and regulations. The rights granted to employees hereunder shall be deemed to be in addition to those provided elsewhere. Enforcement of any rights not specifically set forth in this Agreement shall not be a matter for arbitration under the terms of the Agreement.

C. Management Rights

The Board of Education, subject only to the language of Chapter 123, Public Laws 1974, State of New Jersey, and this Agreement reserves to itself full jurisdiction and authority over matters of policy and retains the right, in accordance with applicable laws and regulations

- (a) to direct employees of the school district;
- (b) to hire, promote, transfer, assign and retain employees in positions within the school district and to suspend, demote, discharge or take other disciplinary action against employees;
- (c) to relieve employees from duties because of lack of work, or for other legitimate reasons;
- (d) to maintain the efficiency of the school district operation entrusted to them;
- (e) to determine the methods, means and personnel by which such operations are to be conducted; and
- (f) to take whatever actions might be necessary to carry out the mission of the school district in situations of emergency.

D. Just Cause Provision

No employee shall be disciplined without just cause.

E. Required Meetings or Hearings

Whenever any employee is required to appear before the Superintendent, Board or any committee or member thereof concerning any matter that may adversely effect the status of his/her employment, the employee shall be given 48 hours prior notice (which will be in written form) of the reasons for such meeting or interview and shall have the right to have (a) representative(s) of the Association and/or attorney present to provide advice and representation during such meeting or interview. Any suspension shall be in accordance with provisions of 18A:25-6 and shall be with pay in compliance with 18A:6-8.3 until formal determination by the Board to certify charges.

F. Criticism of Supervisory Employees

Any criticism of any employee by a supervisor or Board member shall be made in confidence and not in the presence of employees, parents, students, or at a public gathering, unless the employee has requested that the matter be discussed in public.

ARTICLE V
Association Rights & Privileges

A. Information

The Board agrees to furnish to the Association, in response to requests, information concerning the financial resources of the district, such as: annual financial reports and audits, register of certified personnel, tentative budgetary requirements, all budgetary allocations, addresses of all employees and any other information available to the public.

B. Release Time for Meetings

Whenever any member of the Association is mutually scheduled by the parties to participate during working hours in negotiations, grievance proceedings, conferences or meetings, he/she shall suffer no loss in pay and/or benefits.

C. Exclusive Rights

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

ARTICLE VI
Association-Administration Liaison

A. Meetings with the Superintendent

The President of the Association and/or designated representative(s) such as the WWPAA Executive Board shall meet with the Superintendent and/or designated representative(s) at the request of either party within seven (7) calendar days of said request, but these meetings shall not exceed one (1) per month unless by mutual consent. These meetings shall be of a reasonable length to discuss the areas of concern.

B. Administrative Reorganization

The Superintendent shall request the advice of the Association before presenting a recommendation to the Board for the creation or change of any position covered by this Agreement. Compensation for the position must be discussed with the Executive Board.

The Superintendent shall request the advice of the Association before implementing a new administrative organization or before abolishing an existing structure at either the district or building level.

ARTICLE VII Evaluation

A. Recommendation

The Board of Education and the Superintendent subscribe to the principle that an employee has the right to knowledge of all of the factors that form the basis for the judgment of his/her supervisor respecting the effectiveness of his/her performance and that, further, he/she is entitled to receive such recommendations that will assist him/her in increasing the effectiveness of his/her performance. However, the absence of a recommendation for improvement shall not prevent the Board or Superintendent from imposing discipline for a specific act of insubordination or unbecoming conduct.

B. Frequency of Review

Each administrator shall receive no less than one written evaluation per year if tenured, nor less than three (3) written evaluations per year if non-tenured.

C. Evaluation Procedures

1. Copies of reports

Each employee shall sign all copies of each written evaluation, attesting to the fact that the contents of the evaluation are known to him/her. Further, each employee shall receive a copy of each written evaluation.

2. Right of employee to respond

A conference shall be arranged between the evaluator and the employee as soon as possible after receipt of the written evaluation by the employee, in compliance with NJAC Title 6:3-4.1,4.3. At such time, the employee is entitled to have his/her response to the evaluation heard and appended to the evaluation report.

3. Notice of contract renewal

Each non-tenured supervisory employee shall receive written notice, in accordance with the law, whether or not the Superintendent intends to recommend a renewal of contract for the ensuing year.

4. Changes

The evaluation instrument and evaluation procedures shall be reviewed with a committee of administrators prior to any changes being made.

ARTICLE VIII
Promotions and Vacancies

- A.** Notice of all vacancies, new positions and promotional opportunities shall be furnished to the Association and posted on the District web site and the bulletin board in the main office of each building in advance of or simultaneously with public announcement, and at least fourteen (14) calendar days prior to the position being permanently filled. Such notice shall contain the job description and salary range for the position. If the position is posted during July or August, the board will provide a hotline telephone number. Where necessary the Board can fill positions on an interim basis until the posting process has been completed.
- B.** When posted positions are filled, a notation to this effect shall be furnished to the Association and posted on the District web site and the bulletin board for one (1) week thereafter.

ARTICLE IX
Leave of Absence

A. Sick Leave

1. Sick leave shall be defined to mean the absence from his/her post of duty of any administrator because of personal disability due to illness or injury, or because he/she has been excluded from school by the school district's medical authorities on account of contagious disease, or of being quarantined for such disease in his/her immediate household. Allowable sick leave shall be defined to mean sick leave with full pay.
2. All twelve (12) month administrators shall be entitled to fourteen (14) days cumulative sick leave at the beginning of each school year. Ten month employees shall be entitled to twelve (12) days cumulative sick leave at the beginning of each school year. Three (3) additional non-cumulative days of allowable sick leave shall be available to administrators who have used all accumulated allowable sick leave.
3. Leave in Excess of Accumulated Allowable Sick Leave:
Sick leave by twelve month administrators in excess of the annual and accumulated allowable leave may result in the deduction of 1/260 of the annual salary for each such day. Sick leave by ten month employees in excess of the annual and accumulated allowable leave may result in the deduction of 1/200 of the annual salary of each such day.
4. By individual consideration of unusual cases, the Board may grant sick leave with full or partial salary over and above the annual and accumulated sick leave.
5. Unused allowable sick leave shall be accrued at the rate of fourteen (14) days per year for twelve (12) month administrators, and twelve (12) days per year for ten (10) month administrators, for all future years of employment by this school district.

B. Temporary Leaves of Absence

1. Personal Business Leave

Personal Business leave is defined as the absence of an administrator from the post during school hours for reasons such as the following:

- a. religious holidays
- b. closing on the purchase of a home
- c. moving day
- d. court appearance or other legal matters
- e. entering offspring in college
- f. attending graduation of offspring or spouse
- g. attending wedding of member of immediate family
- h. marriage
- i. adoption
- j. other emergency or urgent reason not listed above.

Personal Business Leave shall not be used to extend a school holiday or vacation period without approval of the Superintendent. A request for Personal Business Leave made for a time occurring immediately preceding or following a vacation period or holiday will of necessity, therefore, require the reason for a said leave be set forth in the application in order that the Superintendent's discretion may be exercised.

Absence of three (3) personal business days per year may be granted an administrator to conduct personal business without reduction in pay. The number of unused days in any year shall accumulate for the purpose of sick leave from year to year. However, no more than fifteen (15) sick days may be accumulated in any one year for future availability.

2. Death in Family

Death leave shall be defined to mean the leave from a post of duty of an administrator due to the death of either a member of the immediate family or another close relative. Immediate family: up to five (5) days leave per occurrence without loss of pay shall be granted when an administrator suffers a loss of a member of the immediate family. "Immediate Family" shall include husband, wife, children, mother, father, brother, sister, mother-in-law, father-in-law, or any member of the employee's immediate household.

Other close relatives: up to three (3) days leave per occurrence without loss of pay shall be granted when an administrator suffers the loss of an aunt, uncle, sister-in-law, brother-in-law, grandmother, grandfather, grandmother-in-law, grandfather-in-law, son-in-law, daughter-in-law. Relative not a member of the immediate family or close friend: up to one (1) day of leave per occurrence without loss of pay shall be granted for an administrator to attend the funeral of a relative who is not a member of the immediate family or a close friend.

Computing days - in computing such days, the following days will not be counted: legal holidays, weekends, or other days when administrators attendance is not required.

Unusual Circumstances - in unusual circumstances, the Superintendent is authorized to determine if the relationship with the deceased represents a closer relationship than could be covered by any policy, or rule, or to determine if a longer leave is warranted because of special circumstances. In such instances, the Superintendent is authorized to take discretionary action.

3. Professional Conferences

Each employee shall be entitled to attend one (1) national and four (4) professional conferences or meetings per year without a reduction in pay. Expenses incurred by members as a result of their attendance and participation in these meeting shall be paid by the school district according to Board policy and subject to the Superintendent's approval.

4. Illness in Family

Family illness shall be defined to mean illness or injury of a member of the immediate family as defined in Article IX, Section B-2. An administrator shall be granted three (3) non-cumulative days of absence for family illness per year with full pay. Such days shall be

granted only when school is in session or when the administrator would normally be fulfilling school responsibilities.

C. Extended Leaves of Absence

1. Disability/Maternity Leave

- a. An employee who is unable to work due to a disability, including a maternity disability, may request a leave of absence for the period of time related to the disability. The Board shall not arbitrarily or unreasonably deny such requested leave. Unless the employee on leave has sick leave available and is otherwise able to use sick leave, such leave of absence shall be without pay.
- b. Any employee who becomes pregnant shall notify the Superintendent of her condition and, if she elects to remain in her position, may be required to submit periodic certification of her continuing fitness to perform her duties.
- c. The Board of Education recognizes that pregnancy related disabilities must be treated like other disabilities. Thus, during the four weeks preceding and the four weeks following childbirth, when the employee is presumed to be disabled, she will be entitled to sick leave benefits.

Should disability occur earlier in the pregnancy or continue for more than one month following birth, the employee may use additional sick leave benefits if she presents a physician's statement attesting to her continued disability.

- d. The Board reserves the right to request that an employee applying for leave submit a statement of health from her physician, and further reserves the right to require a maternity disability leave to start sooner than requested should the employee's condition (mental or physical) warrant this action. Any such action shall be subject to the procedure described in paragraphs C.1.e; C.1.e(1) and C.1.e(2) of this Article.
- e. The Board shall not remove any employee from her duties during pregnancy, except on any one of the following bases:
 - 1.) Performance: Her performance has substantially declined from the time immediately prior to her pregnancy.
 - 2.) Physical Incapacity: Her physical condition or capacity is such that her health would be impaired if she were to continue working, and which physical incapacity shall be deemed to exist only if:
 - (a) The employee fails to produce a certification from her physician that she is medically able to continue working, or
 - (b) The Board's physician and the employee's physician agree that she cannot continue working, or
 - (c) Following any difference of medical opinion between the Board's physician and the employee's physician, the Board may request

expert consultation in which case a third impartial physician, agreed upon by the employee and the Board, shall be appointed to examine the employee and render a medical opinion which shall be conclusive and binding on the issue of medical capacity to continue working. The expense of any examination by an impartial third physician under this paragraph shall be shared equally by the employee and the Board.

3.) Just Cause: Any other "just cause" as defined in NJSA Title 18A.

- f. When the anticipated period of disability occurs early in the school year and therefore could substantially disrupt the continuity of the educational process, it may be in the best interest of both parties for the leave to start at the beginning of the school year. Should both the Board and the employee agree, the employee may use up to two months of accumulated sick leave, despite the requirement that to receive disability payments an employee must work until one month before childbirth.
- g. In the case of pregnancy, the commencement date of the requested maternity disability leave may be any time prior to birth.
- h. The Board recognizes that pregnancy does not necessarily disable an employee. Thus, no employee will be required to take unpaid leaves of absence for pregnancy. As described in paragraph C.1.d; C.1.e(1); C.1.e(2) of this Article, the Board may at its discretion require periodic physician certification of the employee's continued fitness to perform her duties.
- i. As the Board permits employees to work until they are disabled by pregnancy, should an employee choose to take an unpaid leave prior to any actual disability, this employee will not be able to receive sick leave payments when disability does occur.
- j. Except as otherwise provided in this Article, no tenured or non-tenured employee on maternity disability leave shall be barred from returning to work after the birth of her child by any prescribed waiting period between the birth of her child and the date of return to work; however, each such employee shall be required to file, at least two weeks prior to the date of her return or at the time of giving the required notice of intention to return, whichever is earlier, a certificate from her physician stating that she is physically capable of resuming her full duties, provided that if the Board's physician is not in agreement, the conflict of medical opinion shall be resolved in the same manner as set forth in paragraph C.1.e of this Article.

2. Child Care and Adoption Leaves of Absence

The Board shall grant child care or adoption leaves of absence without pay to employees under the following terms and conditions:

- a. Any tenured or non-tenured employee may request an unpaid leave of absence to care for a newly born or adopted child.

- b. Employees seeking an unpaid leave of absence for child care or adoption shall, when possible, make written application to the Superintendent not less than ninety (90) days prior to the requested commencement date of the leave. This ninety (90) day notification period may be reduced by Agreement between the employee and the Superintendent.
- c. Any tenured or non-tenured employee may return to work within the school year in which the leave begins, provided he/she or she shall have specified the month when he/she or she desires to return. Any change of the date of return within the same school year shall only be allowed at the discretion of the Board provided application is made following the original grant of the leave of absence but prior to the announced commencement date thereof. Such change may be granted by the Board for reasons associated with the pregnancy, birth, adoption or for other proper causes provided that such change will not substantially interfere with administration of the school. Any tenured employee granted a leave of absence with a return date during the same school year, who wishes to extend said leave beyond the school year in which it commences, shall be permitted to do so if he/she makes application at least by the commencement date of his/her leave of absence and subject to the provisions of paragraph C.2e. of this Article.
- d. An employee under tenure shall be granted a child care or adoption leave without pay for not more than three (3) years from September of the school year in which he/she or she requests the leave. When the leave is granted, he/she or she will return as a tenured employee.
- e. The Board shall not be required to extend the leave of non-tenured employees beyond the school year for which they were hired. Non-tenured employees wishing to return for the following school year shall be considered by the Board for re-employment for the following year.
- f. Any tenured employee may return to work in a school year subsequent to the school year in which his/her leave begins, provided he/she shall have requested to do so in his/her application for a leave of absence. Any such employee shall be permitted to return to work at the beginning of any of the two school years following the school year in which his/her leave commences, provided such employee has given the Board written notice of his/her intention to do so not less than six (6) months prior to the beginning of the school year in which he/she wishes to return.
- g. Any employee granted a leave of absence under this Article shall be eligible for an increment in the following year (or in the year in which he/she actually returns from such leave) provided he/she has at least ninety-one (91) or more working days (10-month employee) of service to the district in the year in which the leave commences.
- h. No employee on child care or adoption leave shall, on the basis of said leave, be denied the opportunity to substitute in the West Windsor-Plainsboro School District in the area of his/her competence.

- i. An employee granted a leave of absence under this Article shall have the following benefits paid by the Board for a period of three (3) months after the beginning of such leave:
 - 1. Level of medical insurance benefits negotiated for the duration of the contract.
 - 2. New Jersey Blue Cross Prescription Plan
 - 3. New Jersey Dental Service Plan

- j. Return to Service - An employee returning to service after a child care or adoption leave shall be considered for the same position that was held at the time the leave began, if vacant, or if not, to a substantially equivalent position.

3. Family Leave Act

The Board agrees to comply with the New Jersey and Federal Family Leave Acts.

ARTICLE X
Sabbatical Leave

A. Recommendation

The Board, upon the recommendation of the Superintendent of Schools, may grant sabbatical leaves of absence to eligible administrators. The underlying purpose of the sabbatical leave is to improve the quality of instruction in the district by enabling the administrator to gain enriching and broadening experience through professional study and research. Major consideration must be given to the benefit which will accrue to the community through the individual's growth. The Board shall annually budget funds for such purposes, subject to the approval of the electorate.

B. Eligibility

An administrator shall be eligible for a sabbatical leave for the year immediately following the completion of each six (6) consecutive years of service in the school district in an administrative position. An administrator shall not be eligible for more than one (1) sabbatical leave in any seven (7) year period.

C. Length of Leave

Such leaves of absences shall be for one (1) full academic year.

D. Number of Leaves Per Year

Only one member of the administrative staff may be on sabbatical leave during any school year.

E. Application

1. Request for Sabbatical Leave

The request for a sabbatical leave shall be submitted on Form A-50 prior to November 1st of the school year preceding the academic years for which the leave of absence is desired. All materials pertinent to said leave must be submitted no later than January 1st following the submission of the application.

2. Written Application

The written application should outline in detail the proposed professional improvement plan to be undertaken and how it is expected to improve the quality of instruction and administration, and any additional information which will be helpful in evaluating the request.

3. Application Details

The application shall include details of plans for one or more of the following:

- (a) Research topic, the objectives and the methods to be followed in completing the research;

(b) Study the courses and objectives of the program of study.

4. Evaluation of Application

The Superintendent of Schools shall evaluate each request and shall submit a recommendation to the Board.

5. Making Evaluation

In making the evaluation, the Superintendent of Schools shall give first consideration to those plans which involve greatest self-improvement and the greatest benefit to the school system. A secondary consideration will be the seniority of the administrator applying for leave.

6. Appearance of Applicant

The Superintendent of Schools may request the presence of the applicant at the Board meeting at which the request is to be considered. This will provide the Board with the opportunity to explore to the fullest extent possible the plan and purposes of the administrator.

F. Condition of Leave

As a condition for the granting of the sabbatical leave, the administrator shall enter into a contract with the Board to continue in service for a period of at least two (2) years after the expiration of the leave of absence. Upon failure to continue, the administrator may be required to repay to the Board a sum bearing the same ratio to the amount of the salary received while on sabbatical that the unfulfilled portion of the two subsequent years service bears to the full two years. However, the administrator shall be released from such payment if his/her failure to serve the stipulated two years be due to his/her illness or disability, or if he/she is discharged from his/her position. In addition, no repayment will be due from the administrator's estate if he/she should expire before the end of the two year period.

G. Salary and Benefits

An administrator on sabbatical leave shall receive a salary based on the following:

1. An administrator on sabbatical leave shall receive a salary equal to 100% of the salary he/she would have received were he/she working in the school system that year when such leave is for the purpose of graduate study in the area in which he/she is presently assigned.
2. Salary payments will be made on the same basis as for other administrators.
3. From this compensation, regular deductions shall be made for the Teachers' Pension and Annuity Fund, and such other deductions that are required.
4. The Board will continue its normal contribution for major medical insurance and other fringe benefits for the administrator during a sabbatical leave.
5. During a sabbatical leave, the administrator shall continue to accumulate sick leave.

6. The sabbatical leave shall be counted for purposes of seniority and advancement of salary, as if the individual had functioned as an administrator during the entire previous year in the school district.
7. The Board of Education will reimburse the administrator for all textbooks, lab fees, and all other charges rendered by the college and/or university attended.
8. No additional vacation days will accrue during the year in which a sabbatical leave has been granted.

H. Notification to Administrator

Notification of the action taken by the Board on requests for sabbatical leaves will be given in writing by April 1st following the submission of the application.

I. Interruption and/or Termination of Leave

1. In the event that injury or illness compels the administrator to interrupt or to terminate the sabbatical leave, the administrator must notify the Superintendent of Schools immediately.
2. Upon receipt of such notification, the Superintendent of Schools shall notify the Secretary of the Board and the Administrator that the provision of the sick leave policy will be applicable from the first day of the next pay period following receipt of such notification.
3. The administrator shall have the medical reasons for interruption of the leave verified by a medical doctor, and have a report forwarded to the Superintendent of Schools.
4. Upon release by his/her private physician and with the approval of the school medical inspector the administrator will continue sabbatical leave for the remainder of the school year.
5. For the balance of the academic year, the administrator will be assigned as needed, at the discretion of the Superintendent of Schools.
6. In instances where the leave is terminated by illness or injury, the administrator will receive sick pay for a period of time equal to his/her accumulated sick leave. If the accumulated sick leave is exhausted and the administrator is either unable to resume his/her sabbatical leave and carry out his/her objectives or to return to school, the Board shall determine whether to grant a leave of absence for the balance of the academic year, and under what conditions.
7. If a sabbatical leave is terminated, the administrator's seniority and credit shall continue just as if he/she had continued his/her sabbatical leave.

J. Additional Compensation

Since the purpose of this leave is graduate study and/or research, the applicant shall not accept other employment during the period of the leave unless it pertains directly to his/her objectives and then only upon the approval of the Superintendent of Schools. The

administrator's regular compensation from District payroll will be reduced by the amount of any additional compensation received as the result of employment pertaining directly to the objectives of the sabbatical and approved by the Superintendent.

K. Reports

At the completion of the leave, the administrator shall submit a written evaluation of his/her experiences in light of the objectives for which the leave was granted. In addition, an oral report may be requested by the Board.

L. Revocation of Leave

1. If the Superintendent of schools determines that the terms of the sabbatical leave are not being fulfilled, he/she shall report this fact to the Board.
2. If the Board believes that the leave should be revoked, it shall provide the administrator with the opportunity to be heard.
3. After evaluating the merits of the case, the Board shall either continue the Sabbatical Leave or revoke the leave and return the administrator to service.

M. Return of Service

An administrator returning to service after a sabbatical leave may be assigned to any administrative position for which he/she is certified and qualified. Whenever possible, assignments shall be discussed with the administrator prior to the offering of the succeeding contract or salary agreement.

N. Extended Professional Development Leave

1. Any administrator covered by this Agreement may apply for an extended leave of absence with pay for professional development. The purpose of the leave shall be to stimulate and improve the administrator in the performance of his/her duties and shall be limited to attendance at seminars, conferences, or extended workshop sessions relating to the professional role of the administrator in the school district.
2. In addition thereto, an administrator with seven (7) years experience in district administration may apply for up to one (1) month extended leave of absence with pay for such professional purposes as research, authoring an article, etc., said professional purposes to be to stimulate and improve the administrator in the performance of his/her duties. The granting of this extended leave shall be limited to no more than two (2) administrators per school year totaling no more than two (2) non-continuous leaves per school year.
3. The administrator requesting such leave shall make application to the Superintendent at least two (2) months prior to the date of the leave on a form to be prepared and supplied by the Superintendent, which form shall include provision for description of the conference or workshop proposed to be attended, the length of the leave applied for, the expense, if any, which the administrator expects the Board to assume, and an explanation of how the granting of the leave and attendance at the educational function

involved will result in a direct benefit to the school system of WW-P and improvement of the administrator's professional development.

4. Recommendation to the Board for the granting or denial of such leave and the expenses, if any, to be borne by the Board, shall be made by the Superintendent in his/her sole discretion. Final approval or denial of the application will be made by the Board in its sole discretion. The action of the Superintendent and/or the Board in granting or denying the leave shall not be subject to review under the grievance procedure.

ARTICLE XI Vacation

A. Entitlement

1. Vacation entitlement for twelve month administrators shall be based on the amount of administrative experience attained as of July 1 of a particular school year. Twelve month administrators with less than two (2) years administrative experience as of July 1 of a particular school year shall receive fifteen (15) vacation days per school year. Twelve month administrators with two (2) or more years administrative experience as of July 1 of a particular school year shall receive twenty-two (22) vacation days per school year. A twelve month administrator with less than two (2) years administrative experience, who then attains two (2) years administrative experience, shall advance to the 22-day level on July 1 of the following school year. To determine vacation entitlement, creditable administrative experience from outside the District and from within the District shall be counted together.
 2. On July 1 of each year, the District shall add to the posted cumulative vacation day total for each 12-month administrator his/her annual vacation day entitlement (15 or 22 days) for the work year (July 1-June 30).
 3. Upon initial employment as a 12-month administrator, the District shall post the annual allotment days (15 or 22 days) at the commencement of the administrator's employment, pro-rated based upon the administrator's starting date. (Example: An administrator entitled to 22 annual vacation days based upon his/her service who commences employment on January 1 would have 11 vacation days posted at the beginning of his/her employment).
 4. Any administrator whose vacation days at the commencement of employment were posted in accordance with Paragraph 3 above and who leaves the employ of the school district prior to June 30, shall be entitled only to a pro-rated number of vacation days for the administrator's final school year of employment. (Example: An administrator entitled to 22 vacation days who resigns effective December 31 would receive 11 vacation days for the work year).
 5. Vacation entitlement shall be pro-rated for part-time administrators proportional to their percentage as administrators. Vacation for part-time administrators who also serve as teachers shall be limited to work days in which school is not in session.
- B.** Annual vacations for administrators may be taken during the school year with approval of the Superintendent.
- C.** Upon retirement or resignation, a member will be compensated for cumulative vacation days to a maximum of forty-five (45) days at his/her current per diem rate of pay.
- D.** A member who dies before the contract period is completed, shall have payment for cumulative vacation days paid to his/her estate.

- E.** Administrators may accumulate unused vacation time from one year to the next, however, the total number of accumulated days may not exceed forty-five (45) as of August 31 of any school year. If on July 1 of any year, the total number of accumulated vacation days exceeds forty-five (45) the excess days must be used prior to August 31. Cumulative vacation days beyond forty-five (45) days on August 31 of any school year shall be converted to sick leave, however, no person may increase his/her total accumulation of unused sick days by more than fifteen (15) days in any one year.
- F.** An exception to the forty-five (45) day rule shall be those unusual occasions when an administrator is precluded from utilizing his/her vacation days if the administrator's professional obligations are to be reasonably satisfied.

Examples of such circumstances are the opening of a new school or the employment of an unusually large number of teachers.

On such occasions, the employee may apply for the opportunity to accumulate ten (10) additional vacation days. Should the Superintendent recommend, and the Board of Education approve, these days will remain as a permanent addition until such time as all vacation days are used or upon retirement or resignation.

ARTICLE XII
Professional Development

A. Professional Dues and Workshops

The Board of Education shall pay professional dues for each administrator to an amount equal to the cost of PSA and National dues — plus \$100.00 toward dues for other professional associations. Conference costs to be paid by the Board of Education are: registration fees, travel, lodging and reasonable food costs.

B. Travel Expenses

The Board of Education will pay approved automobile mileage at the current IRS rate.

C. Reimbursement of Tuition and Textbook Costs

Administrators within the district are eligible to receive reimbursement for the costs associated with the enrollment in and attendance at approved courses for professional improvement according to the following regulations:

1. a. For administrators hired on or before 2/1/97, reimbursement shall cover 100% of the cost of tuition, registration and all fees of any college or university. For administrators hired after 2/1/97, reimbursement shall not exceed the cost of twelve (12) credits of graduate study at Rutgers University, regardless of the number of credits taken. An administrator can receive up to the maximum reimbursement rate of twelve (12) Rutgers graduate credits even if he/she took fewer than twelve (12) credits at a college or university with a higher tuition rate.
- b. The Board will pay 100% of the costs for approved texts per semester. All books which are purchased under this stipulation become the property of the Board and will be placed in a professional library for the use of all staff. If attendance or enrollment at a seminar, workshop, or course is specifically requested by the administration, then the Board shall reimburse the administrator for 100% of approved costs.
2. Courses may be pursued at any accredited college or university. A maximum of eighteen (18) credits per year shall be covered by these regulations; however approval will not be granted for more than six (6) credits during each semester between September and June.
3. Approval of Courses - Administrators desiring to participate in the program shall submit a "Course Approval Form" to the Superintendent of Schools before enrolling for courses for which reimbursement is desired. Approval shall be based on the appropriateness of the course in terms of broadening or strengthening of the administrator's background. Reimbursement will be made only for those courses approved by the Superintendent of Schools, and not necessarily for courses approved by an institution as part of a program of study. There is no obligation on the part of the Board for reimbursement for non-approved courses.

4. Reimbursement shall be made to the administrator only after submission of proof of the satisfactory completion of the courses with a grade of B or better (or “pass” in an pass/fail course) and evidence of payment of tuition costs. Individual consideration for reimbursement will be given in those instances where it becomes necessary for the registrant to withdraw from a course before the course is completed. As a condition for reimbursement of tuition and costs, the administrator shall enter into a contract with the Board to continue in service for a period of at least two (2) years after the date of course completion. Upon failure to continue, the administrator may be required to repay the Board a sum bearing the same ratio to the amount of reimbursement received that the unfulfilled portion of the two subsequent years service bears to the full two years. However, the administrator shall be released from such payment if his/her failure to serve the stipulated two years be due to his/her illness or disability or if he/she is discharged from his/her position. In addition, no repayment will be due from the administrator’s estate if he/she should expire before the end of the two year period. All requests for payment must be made within one year following completion of each course.
5. Forms and Procedures — All requests for course approval and tuition reimbursement must be made on appropriate forms:
 - (a) A-96 “Course Approval Forms”
 - (b) A-97 “Application for Tuition Reimbursement”

Reimbursement will be made once each year in either the September or October pay checks to all returning employees. Employees who do not return to the school district will not be reimbursed for courses taken during the previous year, unless their failure to return is of an involuntary nature.

ARTICLE XIII
Insurance Protection

A. Medical Insurance

The Board of Education will assume 100% premium payment for hospitalization, surgical and the major medical insurance offerings of the New Jersey State Health Benefits Program for all employees who work twenty (20) hours or more per week. Additionally, the Board will assume the cost of dependent coverage related to the above benefits.

The medical insurance plan will contain the following features:

- (1) Mandatory second surgical opinion.
- (2) Mandatory hospital precertification.

B. Dental Insurance

The Board, will pay the cost of dental insurance. The program shall be the New Jersey Dental Service Plan, Inc. (NJDSP), the Delta Dental Plan, three party (employee, two-party, family).The coverage shall be:

Prevention and Diagnostic	100%
Remaining Basic Services	100%
Prosthodontic Benefits	60%
Orthodontic Benefits	70%

The above program is based upon usual, customary and reasonable (UCR) fee concept. The maximum amount payable by New Jersey Dental Service Plan (NJDSP) for the above dental patient in any calendar year is \$1,500.00.

Orthodontic Benefits are subject to a \$1,500.00 maximum per case which is separate from the \$1,500.00 maximum mentioned above applicable to Basic and Prosthodontic Benefits. The Orthodontic Benefits are applicable to both children and adults covered by this plan.

Effective January 1, 2006, an annual deductible of \$15 (individual)/\$30 (maximum per family) shall be established with a waiver for preventive services. Effective January 1, 2007, the annual deductible shall increase to \$20 (individual)/\$40 (maximum per family). Effective January 1, 2009, the annual deductible shall increase to \$30 (individual)/\$60 (maximum per family).

C. Prescription Plan

The Board, if the administrator so requests, will pay the cost of the Blue Cross Prescription Plan for employee, spouse, and children, to age twenty-three. Effective July 1, 2005 co-pays shall be \$6 generic/\$12 brand name and two times the applicable co-pay for mail order (\$12 generic/\$24 brand name). Effective July 1, 2006, the co-pays shall be \$7 generic/\$15 brand name and two times the applicable co-pay for mail order (\$14 generic/\$30 brand name).

D. Employee Coverage

(1) All employees on payroll as of 6/30/92 will have their benefits paid in full for the medical, dental and prescription plans. Additionally, the Board shall assume the cost of dependent coverage for the benefits for these employees. For employees who are new to the district on or after 7/1/92, employee-only coverage shall be paid in full for the dental and prescription plans. Employees hired on or after 7/1/92 who require spouse/dependent coverage shall contribute 10% of the cost difference between their plan and that for single coverage for the dental and prescription plans.

(2) Waiver of Benefits

- (a) To the extent permitted by law, employees who have alternate medical and/or dental and/or prescription coverage may elect to waive coverage in one or more of the insurance plans provided in this Article by signing a waiver form.
- (b) To the extent permitted by law, an employee who waives coverage shall receive payment equal to 25% of the cost of the premium the Board would have paid had the employee not waived coverage.
- (c) An employee who has waived coverage, but later loses coverage in his/her alternate insurance plan, may resume coverage under the Board's plan, upon reimbursement of the amount paid (prorated for each month of insurance coverage) and subject to rules and regulations of the insurance carrier.

ARTICLE XIV
Compensation – Extra Duty Payment

In the event an administrator is assigned to or applies and is appointed to certain types of extra duty co-curricular activities for which there is remuneration, the administrator shall be compensated for that duty at the rate of pay established by the Board of Education and in accordance with the existing extra duty pay schedule. The only types of extra duty co-curricular positions which will result in compensation under this Article are athletic coaches and club advisors appointed for a full school year.

ARTICLE XV
Retirement Benefits

A. Sick Leave - Compensation

Upon retirement from the district after fifteen (15) years of service in West Windsor-Plainsboro Schools, one shall be compensated at 1-1/2 times the then highest current per diem substitute teacher's pay for his/her/accumulated sick leave. Compensation for unused sick days on the same basis will become payable to the estate of the individual if he/she dies while in active service. Effective 7/1/97, compensation for employees new to the district shall be capped at \$10,000, regardless of the number of sick days accumulated.

Part-time administrators who also serve in positions whose terms and conditions of employment are (1) covered under another collective bargaining agreement with the Board or (2) pursuant to Board policy shall receive compensation for unused sick days as set forth in this Article for the proportion of their sick days that is equivalent to their proportion of employment as an administrator with all other compensation for unused sick leave based upon the terms and conditions of this benefit as applied to full-time employees in the other position held by the employee at the time of retirement.

B. Insurance Costs

Upon retirement from the district after fifteen (15) years of service, the Board of Education will pay, for a period of seven (7) years from effective date of retirement, the cost of the employee's:

- (1) New Jersey Blue-Cross Prescription Plan.
- (2) New Jersey Dental Service Plan.

There will be no request for the Board to duplicate no-cost or federal government coverage.

ARTICLE XVI
Salary and Factors

A. Administrative Salaries

1. The salaries of all administrative personnel covered by this contract will be determined according to the following formula:

Salary = Bx (C+Ed+Ex+En+P) where

B = Base Salary

C = Contract factor

Ed = Education factor

Ex = Experience (administrative) factor

En = Enrollment factor (Principals only)

P = Position factor

2. The values of the base salary and the various factors are given in the factor guide.
3. Salaries of administrative personnel will be determined as follows:

A “guide salary” for each individual will be determined using the formula and the Factor Guide of paragraphs above.
4. Nothing in this schedule shall be interpreted in such a way as to diminish the right of the Board of Education to withhold salary increases for individual administrators for just cause.
5. Salaries for ten-month employees shall be paid under the same schedule as twelve month employees with their summer payment included, if requested by said employees.
6. Experience (Administrative) Factor – Newly hired administrators (including those hired or transferred from within the District) shall be credited for each year of prior administrative experience on a one-for-one basis.
7. Teacher to Administrator Position Change — An employee with eight or more years of experience would receive one year of experience credit.
8. New Positions – Refer to Article VI.B. The Association will be given a period of at least ten (10) days to review and discuss with the Superintendent the proposed job description and salary factors.

B. Administrative Salary Factors:

	Salary Base	Contract
2005-06	\$65,730	10 month 1.0
2006-07	\$67,879	12 month 1.20
2007-08	\$70,415	

Administrative Experience		Education	
0 years	0.00	Masters	0.00
1 year	0.05	Masters plus 30	0.05
2 years	0.10	Doctorate	0.10
3 years	0.20		
4 years	0.25		
5 years	0.30		
6 years	0.31		
7 years	0.32		
8+ years	0.33		

Enrollment (principals only) – The enrollment factor for principals shall be based on the enrollment as of April 1 of the previous year.

0	-	249	0.05
250	-	549	0.075
550	-	849	0.100
850	-	1149	0.150
1150	-	up	0.175

Position	Factor	Contract
HS Principal	.30	1.2
Middle School Principal	.20	1.2
Director of Athletics (K-12)	.14	1.2
Director of Guidance (K-12)	.14	1.2
Director of Technology (K-12)	.14	1.2
District Supervisor of Special Services (K-12)	.14	1.2
Elementary Principal	.13	1.2
High School Asst. Principal	.12	1.2
Middle School Asst. Principal	.10	1.2
Elementary Asst. Principal	.09	1.2
Supervisor of World Languages (K-8)	.08	1.2
Supervisor of World Languages (6-12)	.08	1.2
Supervisor (K-3)	.08	1.2
High School Supervisor (9-12)	.08	1.2
Supervisor (4-8)	.08	1.2
Supervisor of Special Services	.08	1.2

C. Administrative Longevity Guide

After fifteen (15) years of total educational experience with a minimum of ten (10) of those years being administrative experience in the West Windsor-Plainsboro School District:

After Fifteen (15) years of educational experience in the West Windsor-Plainsboro School District with two years as an administrator:

Members shall be entitled to a super maximum salary adjusted in addition to all other monies due:

After:

- 15 yrs., 10 admin. in dist.
- 16 yrs., 10 admin. in dist.
- 17 yrs., 10 admin. in dist.
- 18 yrs., 10 admin. in dist.
- 19 yrs., 10 admin. in dist.
- 20 yrs., 10 admin. in dist.
- 21 yrs., 10 admin. in dist.
- 22 yrs., 10 admin. in dist.
- 23 yrs., 10 admin. in dist.
- 24 yrs., 10 admin. in dist.
- 25 yrs., 10 admin. in dist.
- 26 yrs., 10 admin. in dist.
- 27 yrs., 10 admin. in dist.
- 28 yrs., 10 admin. in dist.
- 29 yrs., 10 admin. in dist.
- 30 yrs., 10 admin. in dist.
- 30 yrs., 11 admin. in dist.
- 30 yrs., 12 admin. in dist.
- 30 yrs., 13 admin. in dist.
- 30 yrs., 14 admin. in dist.
- 30 yrs., 15 admin. in dist.

Or After:

- 15 yrs., in dist., admin. tenure \$1500
- 16 yrs., in dist., admin. tenure \$2000
- 17 yrs., in dist., admin. tenure \$2000
- 18 yrs., in dist., admin. tenure \$2000
- 19 yrs., in dist., admin. tenure \$2000
- 20 yrs., in dist., admin. tenure \$2000
- 21 yrs., in dist., admin. tenure \$2500
- 22 yrs., in dist., admin. tenure \$2500
- 23 yrs., in dist., admin. tenure \$2500
- 24 yrs., in dist., admin. tenure \$2500
- 25 yrs., in dist., admin. tenure \$2500
- 26 yrs., in dist., admin. tenure \$3000
- 27 yrs., in dist., admin. tenure \$3000
- 28 yrs., in dist., admin. tenure \$3000
- 29 yrs., in dist., admin. tenure \$3000
- 30 yrs., in dist., admin. tenure \$3000
- 31 yrs., in dist., admin. tenure \$3300
- 32 yrs., in dist., admin. tenure \$3400
- 33 yrs., in dist., admin. tenure \$3500
- 34 yrs., in dist., admin. tenure \$3600
- 35 yrs., in dist., admin. tenure \$3700

Note: Administrators may not appear on both guides at the same time. Credit for the longevity will be granted at the beginning of the contract year.

ARTICLE XVII
Holiday Schedule

Administrators shall receive sixteen (16) holidays per school year as set forth in the Administrative Calendar, which shall include the following thirteen (13) specified days:

- Independence Day
- Labor Day
- Rosh Hashanah
- Yom Kippur
- Thanksgiving Day
- Day after Thanksgiving
- Christmas
- First working day after Christmas
- Last working day before New Years
- New Years Day
- Dr. Martin Luther King, Jr. Day
- Good Friday
- Memorial Day

Note: Three additional days for administrators may be taken with the approval of the Superintendent.

**ARTICLE XVIII
Duration of Agreement**

This Agreement shall be effective as of July 1, 2005 and shall continue in effect until June 30, 2008, subject to the Association's right to negotiate over a successor Agreement as provided by Chapter 123, Public Laws 1974, State of New Jersey.

In witness whereof the parties hereto have caused this Agreement to be signed by their respective presidents, attested by their respective secretaries, and their corporate seals to be placed hereon.

This Agreement shall not be extended orally and it is expressly understood that it shall expire on the date indicated.

WEST WINDSOR-PLAINSBORO ADMINISTRATORS ASSOCIATION

Charles Rudnick President Date

Attest

Donna Gibbs-Nini Secretary Date

BOARD OF EDUCATION OF THE WEST WINDSOR-PLAINSBORO REGIONAL SCHOOL DISTRICT

Hemant Marathe President Date

Attest

Larry Shanok Secretary Date