

Agreement between
the
Westfield Board of Education

and the

Westfield Association of
Administrators and Supervisors

July 1, 2006 – June 30, 2009

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AGREEMENT

This Agreement made the 12th day of June 2006, by and between the Board of Education of the Town of Westfield, County of Union, State of New Jersey (hereinafter referred to as the "Board"); and the Westfield Association of Administrators and Supervisors (hereinafter referred to as the "Association").

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

NOW, THEREFORE, it is agreed as follows:

ARTICLE I RECOGNITION

A. The Board's Status

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

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

B. Recognition of the Association

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

Supervisor of Fine Arts
Supervisor of Athletics
Supervisor of Guidance
District Supervisors and Department Supervisors
Secondary Assistant Principals
Elementary and Secondary Principals
Elementary Assistant Principals
Supervisor of Instructional Technology
Supervisor of Gifted and Talented Education
Chief Technology Officer

2. The unit excludes the following personnel: Superintendent, Business Administrator/Board Secretary, Human Resources Specialist, Accountant, Assistant Superintendent of Curriculum and Instruction, and Assistant Superintendent for Student Personnel Services.

**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 his/her immediate superior, as appropriate. The Administrator may meet with his/her 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 nontenured Administrator by reason of his/her not being re-employed.
4. A complaint of any Administrator by reason of appointment to, lack of appointment to, retention in, or lack of retention in, any position for which tenure is either not possible or required.

E. Grievance, to be considered, must be initiated in writing as hereinafter provided within twenty (20) school days of its occurrence or within twenty (20) 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 his/her written Grievance and process through Step 1 of the grievance procedure by himself/herself, or, at his/her option, through a representative of the Association. Where an aggrieved Administrator is not represented by the Association, a representative of the Association shall have the right to be present at every step of the grievance procedure to present the Association's 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 his/her Grievance with his/her 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 his/her 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 his/her 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 his/her 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 or the American Arbitration Association, with a copy to the Board. In the event that the Association and the Board do not agree upon an arbitrator within ten (10) calendar days, they agree to designate the Public Employment Relations Commission or the American Arbitration Association to name the arbitrator, and to set dates directly with the arbitrator.

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

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

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

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

K. Time Limits

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

No Grievance shall carry over to the next school year. In order to be considered, a Grievance occurring at the end of a school year must be initiated within the time limits set forth in this procedure. After the 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 his/her office, position or employment, then he/she shall be given prior written notice of the reasons for such meeting and shall be entitled to have a representative of the Association present to advise him/her and represent him/her during such a meeting.
- C. Any criticism by the superior or a member of the Board of an Administrator shall be made in confidence and not in the presence of teachers, parents, students or the public.

**ARTICLE V
ASSOCIATION PRIVILEGES**

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

**ARTICLE VI
WORK YEAR**

A. Work Year of Administrators

1. The following Administrators' positions shall be on 12-month contracts:

Building Principals
Secondary School Assistant Principals
Supervisor of Athletics
Supervisor of Guidance
Supervisor of Instructional Technology
Supervisor of Special Education, 9-12
Chief Technology Officer

2. The following Administrators' positions shall be on 10 ½ month contracts:

Elementary School Assistant Principals
Supervisor of Fine Arts, K-12
Supervisor of Gifted and Talented Education
Supervisor of Mathematics, K-12
Supervisor of Social Studies, K-12
Supervisor of Special Education and Basic Skills, K-8
Supervisor of World Languages, K-12

3. The following Administrators' positions shall be on 10-month contracts:

High School Department Supervisors in English and Science, and
Supervisor of Language Arts K-8.

4. In the event that the Superintendent determines that additional work days on the part of 10 month or 10 ½ month administrators/supervisors are necessary for administrative/supervisory responsibilities, the administrator /supervisor shall be compensated at the rate of 1/200th of his/her salary for 10 month employees and 1/210th of his/her salary for 10 ½ month employees. Participation in conferences, workshops, seminars and curriculum projects where administrative/supervisory responsibilities are not performed, shall be compensated at a rate established by the Board for related extra pay activities and shall be voluntary.

B. Ten (10)-Month Contract (Department Supervisors & District Supervisors)

The contract year for all Department Supervisors/District Supervisors who are employed under a ten (10)-month contract shall consist of 191 days: two (2) teacher preparation days, 181 student contact days more or less as per teacher contract, two (2) days immediately after the final student day and six (6) days to be utilized for professional meetings and/or duties as

mutually agreed to by the Department Supervisors and the building principal. District supervisors and the Assistant Superintendent of Curriculum and Instruction will mutually agree to the utilization of their six (6) days.

C. Ten and One-Half (10 ½) Month Contract

1. The contract year for all Administrators who are employed under a ten and one-half (10 ½) month contract shall commence two (2) weeks before Labor Day or the next succeeding business day and end on the following June 30th. If an employee works any days during the summer, he/she may begin the subsequent work year an equivalent number of days later. This schedule modification will be done with the approval of the Superintendent or his designee.
2. All Administrators who are employed under a ten and one-half (10 ½) month contract shall, during school recess periods when schools are not in session for students, perform and complete such administrative tasks and responsibilities as are either in their judgment or in the judgment of the Superintendent, required to insure the proper administration of the respective schools.
3. Administrative workshops to be held during school recess periods when schools are not in session for students shall be planned by the Superintendent, in consultation with the Association, and shall be scheduled as much in advance as possible.

D. Twelve (12) Month Contracts

1. The contract year for all Administrators who are employed under a twelve (12) month contract shall commence on July 1st and end on the following June 30th.
2. Administrative workshops as provided for in B3 above may be scheduled during school recess periods when schools are not in session for students. During these times the secondary schools will be open and the secondary principals shall supervise the administrative assignments of assistants and provide needed services.
3. All Administrators who are employed under twelve (12) month contract shall be granted twenty- five (25) vacation days to be taken ordinarily when school is not in session with the approval of the superintendent. Vacation days shall be earned at the rate of two (2) days per month (3 in July) posted monthly and available as earned. Although accrued vacation days are assumed to be taken beginning July 1 of the year after which they are

earned, 1st year 12 month administrators may use some vacation days during the year in which 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.

Effective July 1, 2006 administrators who have accumulated unused vacation days prior to July 1, 2000 may request payment of these days. Unused vacation days accumulated prior to July 1, 2000 will be compensated at 1999-2000 per diem rate.

In any one year, any administrator with cumulative vacation greater than or equal to ten (10) days seeking to carry over more additional days, shall use those additional days prior to the end of the calendar year. This will not apply to vacation days approved for carryover prior to July 1, 2000.

E. Workload

Teaching assignments for Ten (10) Month Contracts:

All Ten (10) Month Department Supervisors assigned to one building will teach 2 periods, unless otherwise approved by the Superintendent.

Supervisor of Language Arts K-8 – no teaching assignment

F. Time Shift

When an administrator is required to work during a scheduled holiday period when school is not in session, said administrator will be granted other vacation days for each day worked.

ARTICLE VII ADMINISTRATIVE VACANCIES, PROMOTIONS AND TRANSFERS

A. Notice

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

B. Request for Transfer

Request may be made by an Administrator for a transfer to a different position or building no later than April 1st for the next school year or fifteen (15) working days after a notice of a vacancy position is posted. Such requests shall be filed, in writing, with the Superintendent stating the reason for requesting the transfer, the building and position sought, and the applicant's qualifications.

C. Involuntary Transfers

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

ARTICLE VIII EVALUATION OF ADMINISTRATORS Statement of Process

The annual program of supervision and evaluation of administrators serves three purposes. First, it provides a formal mechanism to recognize the strengths and contributions made by members of the administrative team. Second, it serves to identify areas where improvement is necessary and to stimulate professional growth. Third, it forms the basis for evaluation in relation to the district's plan for relating performance to pay increments.

The process of supervision and evaluation for administrators includes both performance areas defined for each position and objectives developed by the individual administrator and agreed to by her or his supervisor.

The total process includes personal conferences and written summaries and evaluation reports. An initial conference may take place between each administrator and his/her supervisor before October 15. The purpose of this conference is to review the previous year and the individual objectives established for the ensuing year.

For nontenured administrators, formal written progress reports or evaluations may be completed by the Wednesday before Thanksgiving, March 1 and June 30 of each year. For tenured administrators, an interim written progress report may be completed by March 1. The annual evaluation report and conference shall be completed by June 30.

Each annual evaluation shall consist of a written summary for each performance area, a written summary of the results of the individual objective, an overall summary for the year and a performance rating. The performance ratings shall

be: Above Satisfactory, Satisfactory, Not Satisfactory: In Need of Improvement, and Unsatisfactory.

An administrator who may receive a less than satisfactory evaluation shall be notified as soon as possible of that fact and provided with an opportunity to make the necessary improvements before the end-of-year evaluation report. The evaluative rating, "Not Satisfactory: In Need of Improvement", shall be a single year rating. In the year following the receipt of this rating, the administrator shall have improved to "Satisfactory" or shall receive an "Unsatisfactory" rating. Any rating below "Satisfactory" shall be accompanied by specific statements indicating the areas where deficiencies exist and suggestions for actions which can lead to improved performance.

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

Regular Meetings - Both parties to the Agreement recognize that any Agreement entered into will be successful in providing for better educational opportunities for young people only if there is effective communication among the parties. Regular meetings during the school year between the Association and the Superintendent shall be held 4 times a year 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 each twelve (12) month and ten and one-half (10 1/2) month Administrator for a maximum of eighteen (18) days in each

contract year; 10 (ten) month employees for a maximum of fifteen (15) days in each contract year. A full year's allowance shall go into effect on July 1 of each year. Any portion of the days not used shall be cumulative.

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 his/her designee.

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 his/her 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. Up to an aggregate of four (4) days during each school year for absence occasioned by the serious illness of any one or more of the following: husband, wife, daughter, son, father, mother, brother, sister, grandparent, father-in-law or mother-in-law or member of the administrator's immediate household.

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. Absence without salary deduction or charge against sick leave may, at the discretion of the Superintendent and with his/her approval, be authorized for reasons of personal emergency other than the reasons set forth in Sections A and B above. A personal emergency is defined as an unavoidable situation, involving absence during school hours which cannot be avoided without substantial hardship. Unavoidable situations shall include house closings, court appearances, graduations and other personal business where absence during school hours cannot be avoided without substantial hardship. An Administrator shall submit, on a form developed by the Superintendent in consultation with the Association, a written application (setting forth the personal emergency reasons for such leave) to the Superintendent or his/her assistant at least forty-eight (48) hours in advance of the leave. Where such advance written notice cannot be given, the Administrator shall, whenever possible, seek and receive the oral consent of the Superintendent or his/her assistant and shall, within two (2) school days after Administrator's return to duty, submit the necessary written application referred to above. In the event that an Administrator does not wish the personal emergency reason to be made public to any degree, the Administrator may submit the written application in question directly to the Superintendent in an envelope clearly marked "Personal Emergency Confidential." The Superintendent alone will know the reasons after his/her approval or denial of the application.

D. Personal leaves of absence without pay may, upon request and in the discretion of the Superintendent and with his/her approval, be granted where an Administrator is not, under Section C above, granted a personal leave of absence without salary deduction.

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 his/her designee of the condition expected to result in disability as soon as practicable, and shall submit to the Superintendent or his/her designee, a written statement from his/her physician verifying the condition expected to result in the long term disability and, if possible, the physician's prognosis as to the anticipated duration of such disability.
3. The Board shall have the right to require any Administrator who has been on paid or unpaid Disability Leave and who desires to return to his or her duties by a fixed date following recovery from disability, to produce a written statement from his/her physician stating that he/she is capable of resuming his/her duties, which opinion shall be confirmed by the Board medical inspector.
4. Whenever, in the opinion of the Board, the date of the commencement of an unpaid Disability Leave and/or the date for the resumption of duties would substantially interfere with the administration of the schools and/or the education of students, the requested dates may be changed by the Board if, in the opinion of the Board medical inspector, such change is not medically contraindicated.
5. Where an unpaid Disability Leave has been approved, the commencement or termination dates thereof may be further extended or reduced for medical reasons upon application by the Administrator to the Board accompanied by a written statement from the Administrator's physician as to the advisability of such extension or reduction. Such extension or 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 nontenured 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.

B. Maternity/Paternity Leave

1. All Administrators requesting an unpaid Maternity/Paternity Leave under this Article without regard to a claimed present state of disability, shall (as soon as the pregnancy is medically confirmed) submit to the Superintendent or his/her 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 nontenured 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 nontenured Administrator a Maternity/Paternity Leave extending beyond the end of such work year. The

period of an unpaid Maternity/Paternity Leave granted to a nontenured Administrator shall not be included in the minimum period required by statute to attain tenure, and said Administrator shall not acquire tenure during such leave.

5. An Administrator applying for a Maternity/Paternity Leave under the provisions of this section may simultaneously make application for a Child Rearing Leave in accordance with the provisions of Section C of this Article.

C. Child Rearing Leave

1. In the case of the birth of a child or the placement of a child under the age of five (5) for adoption, any Administrator shall have the right, upon application, to leave for the purpose of Child rearing. Said Child Rearing Leave shall be without pay. In any case where both parents of such child are employed in the Westfield Public Schools, only one (1) parent shall be entitled to such Child Rearing Leave at any one time.
2. Application for Child Rearing Leave in connection with the birth of a child shall be filed at least sixty (60) days prior to the anticipated birth date of the child. Application for Child Rearing Leave in connection with the placement of a child under the age of five (5) for adoption shall be filed immediately upon receipt by an Administrator of a notice of such placement.
3. In the case of an Administrator who has been granted Disability Leave under the provisions of Section A of this Article, and who has applied for Child Rearing Leave, such Child Rearing Leave shall become effective immediately upon the termination of the aforesaid Disability Leave.
4. Child Rearing Leave shall be granted, upon application made 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 his/her designee in writing not later than March 1st preceding the expiration of the first period thereof. Effective as of July 1, 1986, the Board will only be required, at its expense, to provide Administrators on Child Rearing Leave insurance benefits under Article XVIII Sections A, B, C, D of this agreement for up to, but not more than twelve (12) months following the commencement of such Child Rearing Leave no matter when such Child Rearing Leave commenced.

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 nontenured 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 nontenured Administrator a Child Rearing Leave extending beyond the end of such work year. The period of an unpaid Child Rearing Leave granted to a nontenured Administrator shall not be included in the minimum period required by statute to attain tenure, and said Administrator shall not acquire tenure during such leave.

ARTICLE XV SALARIES

A. Salaries of Administrators

Salaries of Administrators 2006-07

The increments of all administrators for the period July 1, 2006 through June 30, 2007, shall be 4%.

Salaries of Administrators 2006-08

The increments of all administrators for the period July 1, 2007 through June 30, 2009, shall be 4%.

Salaries of Administrators 2008-09

The increments of all administrators for the period July 1, 2008 through June 30, 2009, shall be 4%.

On July 1, 2006, Claudia Andreski, Michael Cullen and Heather Rocco shall receive an additional four thousand dollars (\$4,000) as a one time adjustment to their salaries.

In accordance with New Jersey law, an increment may be withheld for unsatisfactory performance.

B. Retirement Stipend

Each Administrator (12 month and 10 ½ month) and Department Supervisor/District Supervisor (10 month) who has retired between June 30 and September 1 (and not merely vested) under the provisions of the New Jersey Teachers Pension and Annuity Fund after ten (10) or more years of satisfactory service in the Westfield School District and who is, as of such retirement, entitled to begin collecting benefits from the Teachers Pension and Annuity Fund, shall be available to the district for consulting services for six months following his/her retirement. Consultation services shall be utilized at the discretion of the Superintendent of Schools. The stipend for the Administrator (12 month) retiree available as a consultant shall be ten thousand dollars (\$10,000). The stipend for the Department Supervisor/District Supervisor (10 month and 10½ month) retiree available as a consultant shall be eight thousand dollars (\$8,000). At the option of the Administrator or Department Supervisor, payment of this stipend may take the form of the application up to \$1,000 per year toward the participation in insurance programs under Article XVIII of the Agreement. On the recommendation of the Superintendent, the Board of Education may waive the June 30 to September 1 requirement.

C. Method of Payment - 10 ½ Month Administrators

Ten and one-half month Administrators will be paid as 12 month employees. Should a 10½ month employee leave the district prior to June 30, he/she will be responsible for the difference between the salary paid to date on a 24-pay basis and the salary actually due on a 21-pay basis.

D. Ten (10) month Department/District supervisors who supervise multiple departments in one school or supervise a department in three or more schools will be awarded an additional \$1,500 stipend in each year of such appointment..

E. Elementary Coordinator

The Superintendent will appoint an Elementary Coordinator who will be compensated at \$7,500 for the 2006-07 school year. This stipend will increase by four (4) % for each subsequent year of this contract.

F. Doctorate Degree

Administrators with an earned Doctorate Degree shall receive a one-time stipend of \$1200 on September 1 following receipt of proof of the attainment of the degree.

**ARTICLE XVI
CREDIT UNION DEDUCTIONS**

An Administrator may elect to have a portion of his/her salary deducted and forwarded to the County Educators Federal Credit Union or other recognized agencies approved by the Board.

**ARTICLE XVII
TRAVELING ADMINISTRATOR EXPENSES**

Administrators who have multi-building assignments and are regularly required to use their own automobiles in the performance of their duties shall be compensated according to the following procedure.

1. Mileage from the first building location to the last building location of the day is to be indicated on a travel voucher form.
2. Travel voucher forms are to be completed in detail and submitted to the Business Office at the end of each month for approval.
3. Mileage is to be computed at the rate set by the Internal Revenue Service, or, at the option of the Administrator exercised on or before September 15. The Administrator will be paid according to the following schedule, the payment on account thereof to be made on or before June 30.

<u>Payment Year</u>	<u>Amount</u>
2006-07	\$ 425.00
2007-08	\$ 442.000
2008-09	\$ 460.00

Any administrator selecting payment from the above schedule shall provide their weekly travel schedule on the purchase orders for January and June payments to support such payments.

4. Payments on account of actual mileage will be made in January and June.
5. Building administrators and supervisors who are not routinely required to travel from school to school but who are required to use their own automobiles in performance of their duties will submit travel expenses for payment for actual mileage on a travel voucher form to be completed in detail and submitted to the business office at the end of each month. Mileage will be compensated at the rate set by the Internal Revenue Service.

**ARTICLE XVIII
INSURANCE**

A. Health Insurance

The Board shall pay for all Administrators and dependents, the full premium for a health insurance Point of Service Plan (POS). Effective July 1, 2006, new employees shall be placed automatically in the Point of Service Health Insurance Plan. If they attain tenure, they shall be eligible to enter the indemnity plan on the same terms as other employees.

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 \$1,500.00 per insured per year. Effective July 1, 2003, there shall be a per child lifetime maximum of \$1500 for orthodontic services.

C. Prescription Plan

The Board shall pay for all Administrators and dependents, the full premium for a prescription plan, that will provide for a co-pay of twenty-five (\$25) dollars for non-generic prescriptions and a co-pay of ten (\$10) dollars for generic prescriptions and five (\$5) for mail order services. -.

D. Indemnity Coverage

Administrators who wish traditional indemnity coverage for health and major medical may enroll in that plan with the following cost:

<u>Employee Salary</u>	<u>Annual Contribution to Cost</u>
Above \$100,000	\$1,000
Below \$100,000	\$ 900

E. Employee Assistance Program

The Priority Systems Employee Assistance Program shall be available for all administrators on a shared-cost basis. The Board of Education will pay \$13 for the year (July 1-June 30) and the Administrator will pay \$12. The Administrator's share will be a payroll deduction of \$1 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. Coverage After Retirement

1. Any Administrator who has retired under the provisions of the New Jersey Teachers Pension and Annuity Fund after 25 or more years of service in New Jersey, and who is, as of such retirement, entitled to begin collecting benefits from the Teachers Pension and Annuity Fund, will be entitled to free medical/surgical, hospitalization and major medical as provided by the New Jersey State Health Benefits Plan under Chapter 384 PAL 1987.
2. Any Administrator who has retired under the provisions of the New Jersey Teachers Pension and Annuity fund with less than 25 years service in Westfield, will be entitled to continue in the district sponsored health benefits program along with their dependents for life, at their own expense. Upon becoming eligible for Medicare, Medicare will become the primary coverage. Upon the death of an administrator his/her dependents would be eligible for benefits under the provisions of COBRA.
3. All retired Administrators and their dependents may participate in the district prescription and dental programs at their own expense.

H. Equivalency Coverage

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

I. VOLUNTARY HEALTH INSURANCE WAIVER

1. The Plan

Effective July 1, 2006, the district shall offer a voluntary health insurance waiver plan, or “opt-out” plan, provided that employees can demonstrate that they have alternative coverage for themselves and their dependents.

2. Payments Under the Plan

Employees who select the opt-out plan shall receive payments from the Board as follows:

Traditional Plan

Family:	\$2,500	Parent/child:	\$1,400
Husband/Wife:	\$2,000	Individual:	\$ 700

POS Plan

Family:	\$1,800	Parent/child:	\$1,000
Husband/Wife:	\$1,500	Individual:	\$ 700

Payments shall be made in semi-monthly installments for ten months (September through June).

3. Limitations on Plan Participation

The maximum number of employees who will be permitted to waive health insurance coverage may not exceed five (5%) per cent of all employees receiving benefits in any year. In the event that more than five (5%) per cent of insured employees seek to waive coverage, employees will be selected to participate in the waiver on a lottery basis.

4. Waiver Procedures

A waiver of health insurance form is available from the payroll office. This form shall be distributed to all employees by June 1 and returned to the Payroll Office no later than June 15.

Election for the waiver of health insurance shall be made on an annual basis, subject to the 5% limitation set forth above, and such waiver shall be for only one (1) year. Election is voluntary and is renewable on subsequent application. Employees not re-electing the waiver shall be automatically re-enrolled in the district's health insurance plan upon completion of the necessary paperwork without penalty or restriction including but not limited to pre-existing conditions for themselves and eligible dependents. All employees shall have the option of considering the waiver each year of this agreement, subject to the terms of this provision.

5. 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. Payment for the waiver in such instances shall be on a pro-rata basis.

6. Section 125 Plan

The Board has in place an IRC Section 125 plan for the purpose of implementing this provision.

J. DOMESTIC PARTNER 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. Domestic Partner Coverage

The Board of Education through its collective bargaining agreements shall make health insurance available to the domestic partners of employees. For the purpose of health insurance benefits, a Domestic Partner shall be defined as a person who:

- a. Shares the employee's permanent residence; and
- b. Has resided with the employee for no less than one (1) year; and
- c. Is no less than eighteen (18) years of age; and
- d. Is financially interdependent with the employee and has proven such interdependence by providing documentation of at least two (2) of the following ownerships:

Common ownership of real property or a common leasehold interest in such property; ownership of a motor vehicle; a joint bank account or a joint credit account; designation as a beneficiary for life insurance or retirement

benefits or under your partner's will; assignment of a durable power of attorney or health care power of attorney; or such other proof as is considered by the insurance carrier to be sufficient to establish financial interdependency under the circumstances of your particular case; and

- e. Is not a blood relative any closer than would prohibit legal marriage; and
- f. Has signed jointly a notarized Affidavit of Domestic Partnership.

In addition, the employee and the Domestic Partner will be considered to have met the terms of this definition as long as neither the employee nor the Domestic Partner:

- g. Has signed an Affidavit of Domestic Partnership or declaration with any other person within twelve (12) months prior to designating each other as Domestic Partners hereunder; or
 - h. Is currently legally married to another person; or
 - i. Has any other Domestic Partner, spouse, or spouse equivalent.
2. 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.

3. 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 XIX SPECIAL GRANTS

A. General

The program for special grants is a plan designed to increase the professional competence of Administrators in the Westfield Public Schools and to help maintain instructional service at the highest level of quality and efficiency.

While special grants are not awarded as a reward for past accomplishments, it is understood that satisfactory service is a prerequisite.

B. Eligibility

Each Administrator in the Westfield Public Schools shall be eligible for a special grant not to exceed \$2,000 per year with a maximum accumulated limit of \$4,000 to meet reasonable travel or other expenses incurred outside school hours in connection with courses of study directly related to his or her work in the Westfield Public Schools.

C. Procedures

Special grants shall be awarded according to the following principles:

1. The Administrator must submit to the Superintendent a detailed outline of the purpose for which the special grant is to be expended. The purpose must be directly connected with the work of the Administrator.
2. The Administrator shall submit an official transcript to the Superintendent for each course completely or partially funded under these provisions.
3. Special grants will accumulate to a maximum of \$4,000. When the maximum has been accumulated, no further accumulation shall be allowed until at least \$100 of the grant shall have been expended for an approved purpose.
4. Administrators awarded special grants shall not expend them unless they plan to spend the subsequent year teaching in Westfield.
5. No awards will be made to an Administrator who has resigned, is planning to retire, or who will be on a leave of absence for any reason other than sabbatical.
6. Approval for payment of special grant will not be given for a course taken prior to application for the grant.

D. Tuition Reimbursement

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 fully reimburse all administrators covered by this agreement for tuition and fees up to \$4,000 (or whatever amount is available in the individual member's special grant account for study). Participation in this tuition reimbursement program will limit access to Special Grant funds to the amount remaining after tuition and fee costs are deducted from any accumulated Special Grant fund balance. All

courses must be approved by the Superintendent of Schools. 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.

E. Supplementary Special Grants

In addition to awarding special grants in accordance with the provisions of Sections A, B and C above, the Board shall establish, during the first year of this Agreement, a fund of Forty-five Thousand (\$45,000) 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, in the sole discretion of the Superintendent. Administrators shall follow the following procedures in connection with attendance, at Board expense, at professional conferences, conventions and/or seminars:

1. The Administrator must submit to the Superintendent a detailed outline of the professional conference, convention or seminar for which the Supplementary Special Grant is to be expended.
2. Administrators awarded Supplementary Special Grants shall not expend them unless they plan to spend the subsequent year as an Administrator in the Westfield Public Schools.
3. No award of a Supplementary Special Grant will be made to an Administrator who has resigned, is planning to resign or will be on a leave of absence for any reason other than sabbatical.
4. Requests for payment of a Supplementary Special Grant shall be submitted on the official form.
5. Approval for payment of a Supplementary Special Grant will not be given for attendance at a professional conference, convention or seminar prior to the application for the grant.
6. The fund shall increase to forty-two thousand dollars (\$42,000) in the second year of this Agreement and to forty-four Thousand dollars (\$44,000) in the third year of this Agreement.

ARTICLE XX SABBATICAL LEAVE

A. General

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

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

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

B. Eligibility

1. Any Administrator who has completed seven (7) or more successive years of satisfactory service in the Westfield Public Schools may, upon recommendation of the Superintendent, be granted leave of absence for one (1) or two (2) semesters for study or travel on a full-time basis, either of which shall be directly connected with his or her work in the Westfield Public Schools.
2. The effective date of second semester Sabbatical Leaves will be February 1, whether or not this coincides with the actual second semester changeover. A subsequent Sabbatical Leave will not be authorized for an Administrator unless and until he or she shall have 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 XXI
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, and all other necessary materials to assist and enable the Administrator in the performance of their duties and responsibilities.
- B. Equal Rights – The Board and the Association agree that there shall be no discrimination, and that all practices, procedures and policies of the school system shall clearly exemplify that there is not discrimination in the hiring, training, assignment promotion, transfer or discipline of Administrators, or in the application or administration of this Agreement, on the basis of race, creed, color, national origin ancestry, age, sex, affectual or sexual orientation, marital status, familial status, atypical hereditary, cellular or blood trait, liability for service in the Armed Forces of the United States, handicap, or nationality as provided in the New Jersey Law Against Discrimination.
- C. Program Involvement--Individual Administrators shall make recommendations to the Superintendent or his/her designee regarding the program of a school, the conditions of a building, grounds, equipment and materials, and other factors relevant to the efficient management of a school plant or program within the member's assigned jurisdiction.
- D. Negotiations with Other Units -- The Board may, in its discretion, include in its behalf, members of the Association in the process of collective negotiations with other bargaining units within the District by having them act in an advisory capacity to the Board in any negotiating or collective bargaining sessions with employees. The Board and the Association agree that Principals

will not be members of the confrontation team when salaries and other economic matters are being considered.

- 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 nontenured Administrators rights reserved to tenured Administrators.
- H. The District agrees to implement an IRS 125 plan for implementation of payroll deduction beginning January 1, 2001.
- I. Administrators employed by the Board prior to July 1, 2006 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. This provision will not require the Board to assume responsibility for out-of-district placements for special education purposes.
- J. 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 XXII
DURATION OF AGREEMENT**

Term

The effective term of this Agreement shall be from July 1, 2006 to June 30, 2009.

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

ATTEST:

WESTFIELD ASSOCIATION OF
ADMINISTRATORS AND
SUPERVISORS
