

Memorandum of Agreement between the  
West Windsor-Plainsboro Regional School District and the  
West Windsor-Plainsboro Administrators Association

The parties have reached a tentative agreement on this 15<sup>th</sup> day of March 2018 to a successor agreement to the 2015-2018 collective negotiations agreement as set forth below. The parties' respective negotiations teams agree to recommend ratification by their respective members, which shall not occur prior to agreement being reached by both negotiations teams on the distribution of salary increases. The term of the agreement shall be July 1, 2018 through June 30, 2021.

1. **DURATION:** A three (3) year agreement, 2018-2021. Change all dates in the agreement as applicable.

2. **ARTICLE I: Membership** – Revise, in relevant part, first paragraph as follows:

“...whether under contract, on leave, ~~on a per diem basis~~, employed, or to be employed by the West Windsor-Plainsboro Regional Board of Education, hereinafter known as “the Board,” ....”

3. **ARTICLE I: Membership** – Revise, in relevant part, as follows:

**Add title “Assistant Director” (Position factor .12)**

**Delete titles:**


**“Director of the Institute for Professional Development”**

**“District Supervisor of Elementary Education” and**

**“District Supervisor of Special Services (K-12)”**

4. **ARTICLE II, A: Deadline Dates** – Revise first paragraph as follows:

“The parties agree to enter into collective negotiations over a successor Agreement in accordance with Chapter 123, ~~Public Laws of 1994, State of New Jersey,~~ after January 1<sup>st</sup>, but no later than February 1<sup>st</sup>, prior to the expiration of the collective negotiations agreement, in a good faith effort to

  
3/15/18

  
3/15/18

reach agreement on all matters concerning the terms and conditions of employment.”

**5. ARTICLE II, Revise in relevant part:**

B. (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, F for the term of this agreement.

**C. ~~Executive Board~~ Negotiations Team**

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~~ Negotiations Team will be provided annually to the Superintendent and to the Board President.

**D. ~~Modification—Understanding of Parties~~**

..... This Agreement shall be effective as of July 1, 20158, .....

**6. ARTICLE III C (2) - Grievance Procedure – Revise in relevant part as follows:**

“It is understood that employees shall, during and ~~notwithstanding~~ 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.”

**7. ARTICLE III - Grievance Procedure – Add as E.2.**

**“The specific contract provision and/or Board policy that is claimed is being violated”** (And, renumber subparagraphs as appropriate.)

**8. ARTICLE III, G: - Grievance Procedure – Revise, in relevant part, as follows:**

2. If the employee Association 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.

  
3/15/18

  
3/15/18

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. 3. 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. **If the parties cannot mutually agree on an arbitrator,** ~~the~~ the following procedure will be used to secure the services of an arbitrator.
- a. **Either party may** ~~A joint request shall be made to~~ **submit a request** to the Public Employment Relations Commission ~~to~~ **for a panel of arbitrators.** ~~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. ~~b. 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 decision of the arbitrator shall be **final and** 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 **The arbitrator's decision shall be submitted to the parties** accomplished within fifteen (15) working days of the completion of the arbitration hearings.~~

9. **ARTICLE III, J: Grievance Procedure** – Revise as follows:

~~“Any aggrieved person~~ **The grievant** may be represented at all stages of the grievance procedure by a representative selected by the grievant **Association.**”

10. **ARTICLE IV, E: Supervisory Employee Rights** – Revise, in relevant part, as follows:

“...that may adversely ~~ea~~ffect the status of his/her employment, **absent exigent circumstances,** 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

*ML*  
3/15/18

*[Signature]*  
2/15/18

right to have ~~(a) representative(s)~~ of the Association and/or attorney present to provide advice and representation during such meeting or interview.”

11. **ARTICLE V, A: Information** – Revise, in relevant part, as follows:

“...register of certified personnel, ~~tentative budgetary requirements~~, all budgetary allocations....”

12. **ARTICLE VI, B: Association- Administration Liaison** – Revise as follows:

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 newly created position **that fall within the negotiation unit** must be discussed with the ~~Executive Board~~ Association.

13. **ARTICLE VII, C: Evaluation Procedures** – Revise as follows:

C. Evaluation Procedures

1. ~~Copies of reports~~ **TEACHNJ**

~~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.~~

**Administrators shall be evaluated in accordance with TEACHNJ, P.L. 2012, c. 26, or any successor law.**

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 state laws and regulations. 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

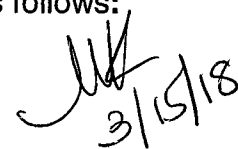
Each non-tenured supervisory employee shall receive written notice, in accordance with the law, whether or not the Superintendent intends to recommend a renewal of contract for the ensuing year.

4. Changes

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

14. **ARTICLE VIII, A: Promotions and Vacancies** – Revise as follows:

  
3/15/18

  
3/15/18 4

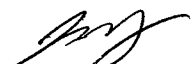
- A. Notice of all vacancies, new positions and promotional opportunities shall be furnished to the Association and posted on the District web site and the bulletin board in the main office of each building in advance of or simultaneously with public announcement, and at least fourteen (14) calendar days prior to the position being permanently filled. **disseminated to all certificated staff through an E-mail link to AppliTrack or other similarly approved program by the WWPRSD and that that notification list shall be in 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 or one (1) week thereafter.~~

15. **ARTICLE IX, A4: Leave of Absence** – Revise as follows:

~~By individual consideration of unusual cases,~~ **Pursuant to 18A:30-6,** the Board may grant sick leave **over and above the annual and accumulated sick leave** with full or partial salary **pay less the cost of a substitute** over and above the annual an accumulated sick leave. **In the event this leave is granted, a deduction of one and one half (1 ½) times the West Windsor - Plainsboro Regional School District Certified Teacher Substitute Rate shall be made.**

16. **ARTICLE IX, B2: Death in the Family** – Revise first paragraph as follows:

“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 **seven (5 7)** days, 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 **spouse, civil union partner**, children, mother, father, brother, sister, mother-in-law, father-in-law, or any member of the employee’s immediate household.” **Death leave must be used within sixty (60) days of the occurrence.**

  
3/15/18

  
3/15/18

17. **ARTICLE IX B, Leave of Absence – Revise in relevant part by adding B5 as follows:**

4. **Doctorate Completion**

**Subject to the approval of the Superintendent, each tenured administrator may be eligible to use up to three (3) days per year for a maximum of five (5) years, for purposes of a doctoral studies. These days must be taken when school is not in session. Denials of request for leave under this paragraph shall not be subject to arbitration under Article III, G.**

18. **ARTICLE IX (Leave of Absence) C(2) (a.) in relevant part as follows:**

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

19. **ARTICLE IX (Leave of Absence) C(2) (g.) in relevant part as follows:**

- 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 is **a 10 month employee** and has at least ninety-one (91) or more working days (~~10-month employee~~) **or is a 12 month employee and has one hundred and twenty one (121) or more working days of service** to the district in the year in which the leave commences.

20. **ARTICLE IX, C3: Leave of Absence – Revise as follows:**

3. Family Leave Act

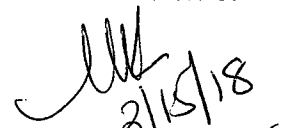
The Board agrees to comply with the New Jersey ~~and Federal Family and Medical Leave Acts~~ and the **Federal Family and Medical Leave Act.**

21. **ARTICLE X, E(1): Sabbatical Leave – Revise in relevant part as follows:**

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.

  
3/15/18

  
3/15/18

**22. ARTICLE XII, Professional Development – Revise in relevant part as follows:**


Subject to the requirements and limitations of applicable state laws and regulations, the Board of Education shall reimburse each administrator a maximum of \$1,350 \$1,920 per school year for professional development expenses.

**23. ARTICLE XIII: Tuition Reimbursement – Revise, in relevant part, as follows:**

**A. Reimbursement Limits**

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 or if he/she takes more than twelve credits at a college or university with a lower tuition rate. There shall be no reimbursement related to costs for travel or any costs associated with any residential component of any graduate school program or courses, including but not limited to lodging and meals.
- 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. The Board shall not cover the costs of textbooks for any courses that commence on or after July 1, 2015.~~
2. Courses may be pursued at any accredited college or university. A maximum of twelve (12) credits per year shall be covered by these regulations.

**24. ARTICLE XV, Compensation – Extra Duty Payment – Revise in relevant part by adding second paragraph as follows:**

  
3/15/18

  
3/15/18

**During the term of this contract, but after the 2018-2019 school year, either party may request the formation of an advisory, district-wide committee to examine extra duty responsibilities and potential compensation for same.**

**25. ARTICLE XVI, A: Retirement Benefits, Sick Leave Compensation – Delete** “.... shall be compensated at 1-1/2 times the then highest current per diem substitute teacher’s pay for his/her/accumulated sick leave. **To the extent permitted by law (18A:30-3.6)**, 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.”

**26. ARTICLE XIV, D: Insurance Protection, The Annual Prescription Plan – Revise, in relevant part, as follows:**

“....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, **or any higher age required by law.**”

**27. The salary increases shall be as follows based on the scattergram executed by the parties on February 26, 2018:**

- 2018-2019, 2.90%;
- 2019-2020, 2.75%;
- 2020-2021, 2.65%;
- These percentages are inclusive of any factors, movement on guide and longevity; and,
- The salary increase shall be distributed in a manner agreed to by the Board and the WWPA.

For the Board :

*Michelle Kaist*  
3/15/18

For the WWPA:

*J. Paul Wey*  
3/15/18