

A G R E E M E N T

Between the

Paterson Board of Education

and the

Paterson Administrators Association

X 1979 - 1982

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AGREEMENT

This Agreement entered into this 1st day of July 1979 by and between the Board of Education of the City of Paterson, New Jersey, hereinafter called the "Board", and the Paterson Administrators Association, hereinafter called the "Association".

WITNESSETH

In consideration of the following mutual covenants, it is hereby agreed as follows:

ARTICLE I

RECOGNITION

The "Board" hereby recognizes the "ASSOCIATION" as the exclusive and sole representative for collective negotiations concerning grievances and terms and conditions of employment for the following personnel whether under contract, on leave, employed or to be employed by the "Board", including:

Supervisors and Assistant Supervisors

Principals and Vice-Principals

Director of:

Adult Education  
Pre-Kindergarten Program  
Curriculum and Research  
Guidance  
Special Services  
Funded Programs

Assistant Director of:

Special Services  
Funded Programs

Deans

Title I Coordinators

SCE Coordinators

Dissemination Director

Media Specialist

Coordinator of Career Development Program

Administrative Personnel in Acting Capacity  
after the execution of this Agreement.

## ARTICLE II

NEGOTIATION PROCEDURE

## A. Negotiation of Successor Agreements.

The parties agree to enter into collective negotiations over a successor Agreement in accordance with Chapter 123, Public Laws 1974, in good faith effort to reach agreement on all matters concerning the terms and conditions of employment. Such negotiations shall begin not later than October 1 of the calendar year in which the Agreement expires. Any agreement so negotiated shall be reduced to writing, be signed by the "BOARD" and the "ASSOCIATION" and be adopted by the "BOARD".

## B. Negotiating Team Selection and Authority

Neither party hereto shall have any 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 counterproposals in the course of negotiations. The preceding sentence shall not, however, be construed to mean that the Negotiating Team have the power or authority to make a final and binding commitment on behalf of their respective parties.

## ARTICLE III

GRIEVANCE PROCEDURE

## A. DEFINITIONS

## 1. Grievance

A "grievance" is a claim by an administrator of the Association based upon the interpretation, application, or violation of this Agreement, policies or administrative decisions affecting an administrator or a group of administrators.

## 2. Aggrieved Person

An "aggrieved person" is a person or persons making the claim.

## 3. Party In Interest

A "Party In Interest" is the person or persons making the claim and any person who might be required to take action or against whom action might be taken in order to resolve the claim.

## B. PURPOSE

The purpose of this procedure is to secure, at the lowest possible level, equitable solutions to the problems which may from time to time arise affecting administrators. Both parties agree that these proceedings will be kept as informal as may be appropriate at any level of the procedure.

## C. PROCEDURE

### 1. Time Limit

Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level should be considered as a maximum and every effort should be made to expedite the process. The time limits specified may, however, be extended by mutual agreement.

### 2. Year End Grievances

In the event a grievance is filed at such a time that it cannot be processed through all the steps in this grievance procedure by the end of the school year and, if left unresolved until the beginning of the following school year, could result in irreparable harm to a party in interest, the time limits set forth herein shall be reduced so that the grievance procedure may be exhausted prior to the end of the school year or as soon thereafter as is practicable.

### 3. Level One - Superintendent

An Administrator with a grievance shall within thirty (30) school days of its occurrence or within thirty (30) days of the date the employee became aware of such occurrence, file or discuss it with the Superintendent or the Superintendent's designee, either directly or through the Association's designated representative, with the objective of resolving the matter informally. If a decision of the Superintendent is being grieved, the grievance can go to Level Two.

### 4. Level Two - Board Committee

a. In the event that the Superintendent of Schools or the designee, shall fail to act in accordance with these regulations, within the ten (10) school days, or in the future event that said professional employee is dissatisfied with the Superintendent's determination, the employee may submit the grievance in writing to the Board Committee, which shall consist of at least one member of the Board of Education, The Board Business Administrator, the Board Attorney, and the Superintendent of Schools or designee. This application should include the result

achieved at the previous level and the reason for the employee's dissatisfaction with the earlier determination.

b. The Board shall meet with the aggrieved within ten (10) school days following the receipt of the written grievance of the employee.

c. The Board Committee shall notify the aggrieved person of its determination with ten (10) school days following the hearing.

#### 5. Level Three - Arbitration

a. If the aggrieved person is not satisfied with the disposition of the grievance at level two, or if no decision has been rendered within ten (10) school days after the grievance was delivered to the Board Committee, the aggrieved person may, within five (5) school days after the decision of the Board Committee, or fifteen (15) school days after the grievance was delivered to the Board Committee whichever is sooner, request in writing that the Association submit the grievance to arbitration. If the Association determines that the grievance is meritorious, it may submit the grievance to arbitration within fifteen (15) school days after receipt of request.

b. Within ten (10) school days after such written notice of submission to arbitration, the Board and the Association shall attempt to agree upon a mutually acceptable arbitrator and shall obtain a commitment from said arbitrator to serve. If the parties are unable to agree upon an arbitrator or to obtain such a commitment within the specified period, a request for a list of arbitrators may be made, by either party, to the New Jersey Public Employment Relations Commission to name an arbitrator in accordance with the Commission's Rules and Regulations.

c. The arbitrator so selected shall confer with the representatives of the Board and the Association and hold hearings promptly and shall issue his decision not later than twenty (20) days from the date of the close of the hearings or, if oral hearings have been waived, then from the date of the final statements and proof on the issues are submitted to him. The arbitrator's decision shall be in writing and shall set forth his findings in fact, reasoning and conclusions on the issues submitted. The arbitrator shall be without power or authority to make any decision which requires the commission of an act prohibited by law or which is violative of the terms of this Agreement. The decision of the arbitrator shall be submitted to the Board and the Association and shall be final and binding on the parties in all issues specifically pertaining to this Agreement. It shall be advisory on all other issues not covered by this Agreement.

#### D. RIGHTS OF ADMINISTRATOR TO REPRESENTATION

##### 1. Administrator and Association

Any aggrieved person may be represented at all stages of the grievance by him/her self, or by a representative selected or approved by the Association. This option shall be decided by the aggrieved. When an administrator is not represented by the Association, the Association shall have the right to be present and to state its views at all stages of the grievance procedure.

##### 2. Reprisals

No reprisals of any kind shall be taken by the Board or any member of the Superintendent's Office against any party in interest, any representative, any member of the Association or any other participant in the grievance procedure by reason of such participation.

#### E. MISCELLANEOUS

##### 1. Group Grievance

If, in the judgment of the Association, a grievance affects a group or class of administrators, the Association may submit such grievance in writing to the Superintendent directly. The Association may process such a grievance through all levels of the grievance procedure even though the aggrieved person does not wish to do so.

##### 2. Written Decisions

All decisions of the grievance procedure shall be in writing and shall set forth the decision and the reasons therefore, and shall be transmitted promptly to all parties in interest and to the Association. Decisions at level three shall be in accordance with the procedures set forth in Sec. C, paragraph 5(c) of this Article.

##### 3. Separate Grievance File

All documents, communications and records dealing with the processing of a grievance shall be filed in a separate grievance file in the Office of the Superintendent and shall not be kept in the personnel file of any of the participants.

##### 4. Forms

Forms for filing grievances, serving notices, taking appeals, making reports and recommendations, and other necessary documents shall be prepared jointly by the Superintendent and the Association and given appropriate distribution so as to facilitate operation of the grievance procedure.

## 5. Meeting and Hearings

All meetings and hearings under this procedure shall not be conducted in public and shall include only said parties in interest and their designated or selected representative, heretofore referred to in this Article.

## ARTICLE IV

### ADMINISTRATOR RIGHTS

- A. Pursuant to Chapter 123, Public Laws 1974, The Board hereby agrees that every member of the Association shall have the right freely to organize, join and support the "Association" and its affiliates for the purpose of engaging in collective negotiations and other concerted activities for mutual aid and protection.
- B. Nothing contained herein shall be construed to deny or restrict to any Association member such rights as he/she may have under New Jersey School Laws or other applicable laws and regulations. The rights granted hereunder shall be deemed to be in addition to those provided elsewhere.
- C. Whenever any administrator is required to appear before the Superintendent, Board, or any committee or member thereof concerning any matter which could adversely affect the continuation in his/her office, position, employment, salary or increments, then he/she shall be given prior written notice of the reasons for such meeting or appearance and shall have the right to have representation of the Association and/or an attorney represent him/her during such meeting or appearance. Any suspension shall be in accordance with New Jersey Statutes.
- D. No administrator shall be prevented from wearing pins or other identification of membership in the Association or its affiliates so long as same are in professional taste.
- E. The policy of the "Board" is that any criticism by a superior or Board member of an administrator shall be made in confidence and not in the presence of teachers, parents, students, or at a public gathering.
- F. The "Board" and/or the Superintendent may only take formal action concerning a complaint against an Administrator after the following:
1. The complaint must be in writing and a copy given to the Administrator in question.
  2. The Administrator shall have seven (7) calendar days to respond to the complaint.



3. This section shall not apply to a complaint which may result in the reduction of compensation or dismissal from the school system.

## ARTICLE V

### ASSOCIATION RIGHTS

#### A. Information

The "Board" agrees to furnish to the "Association" in response to reasonable requests from time to time all available information concerning the financial resources of the Board, including but not limited to: annual financial reports and audits, register of certified personnel, agendas and minutes of all Board meetings, census data, names of all Administrators, together with information which may be necessary for the "Association" to process any grievance complaint.

#### B. Released Time For Meetings

Whenever any member of the "Association" is mutually scheduled by the parties to participate during working hours, in negotiation, grievance proceedings, conferences, or meetings, the member shall suffer no loss in pay.

#### C. Use of School Buildings

The "Association" shall have the right to use the school facilities and equipment for meetings, at all reasonable hours upon notice in advance to the Secretary of the Board and the Superintendent of Schools. The "Association" shall have this right when facilities and equipment are not in use.

#### D. Reimbursement For Use

The "Association" shall pay for the reasonable cost of all materials and supplies incident to the use of facilities and equipment, and for any repairs necessitated as a result thereof.

#### E. Use of Inter-School Mail Facilities

The "Association" shall have the right to use inter-school mail facilities and school mail boxes upon prior approval of the Superintendent of Schools.

#### F. Input on P.E.A. Contract

The "Association" shall be granted input with respect to all non-monetary matters contained in the P.E.A. contract. It is understood by the parties that the "Board" is not obligated in any way to accept or attempt to negotiate proposals made by the "Association".

G. Exclusive Rights

The rights and privileges of the "Association" and its members as set forth in this Agreement shall be granted to the "Association" as the exclusive representative of the Administrators and to no other organization.

H. Meetings with the Board or Superintendent

The "Association" shall have the right to meet with the "Board" or Superintendent to discuss matters of mutual concern regarding the Paterson School System within ten (10) days of such request.

I. Administrator Substitute

In the event a principal or supervisor who has an assistant is unable to perform his/her duties for a period of more than twenty (20) consecutive school days, the Superintendent shall appoint an Acting Principal or an Acting Supervisor immediately following the twentieth (20th) consecutive day.

J. Hazardous Condition Procedures

The parties agree that a committee consisting of Board members, the Superintendent's Office and the Association be appointed to prepare and recommend Policies and Procedures for handling hazardous emergency situations. The Policies and Procedures shall be prepared and become effective by March 1, 1980.

ARTICLE VI

WORK YEAR

The in-school work year for Administrators employed on a ten (10) month basis shall not exceed 182 days.

ARTICLE VII

WORK DAY

The work day shall be as follows:

A. Employees assigned to a specific school building to serve solely in the operation of that school building, shall terminate their work day as follows:

1. Elementary and Primary Schools - no earlier than 3:00 p.m.
2. High Schools - no earlier than 3:15 p.m.

B. All other employees shall have a one (1) hour lunch period and terminate their day at 3:30 p.m.

## ARTICLE VIII

SICK LEAVE

## A. Allowance

Administrators shall be entitled beginning with the first Official day of the school year, whether or not they report on that day, to ten (10) sick leave days per year. Unused sick leave days shall be accumulated with no maximum limit.

## B. Allowance-Other School Districts

Whenever the "Board" employs an Administrator who has an unused accumulated number of sick days from another school district in New Jersey, the "Board" may honor such additional sick leave time as accumulated by the Administrator up to forty (40) days in addition to the sick leave provided in Section A of this Article.

## C. Non-Accumulative Additional Sick Leave Benefits

Non-accumulative additional sick leave benefits may be allowed to Administrators according to the following schedule:

1. After the completion of ten (10) years of service, and up to and including their twentieth (20) year of service be eligible to receive forty (40) days in addition to any and all accumulative days standing to their credit at the rate of one two hundredths (1/200) of his/her annual salary less substitute pay.
2. After twenty years of service, and up to and including the thirtieth year of service be eligible to receive sixty (60) days in addition to accumulated days at the rate of one two hundredths (1/200) of his/her annual salary less substitute pay. At the end of the thirtieth year, all such days not required shall be cancelled.
3. After completion of thirty years of service and until such employee leaves the employ of the Board of virtue of resignation or retirement, said employee may be eligible to receive an additional eighty (80) days in addition to accumulated days at the rate of one two hundredth of his/her annual salary less the sum of substitute pay.
4. In order to receive reimbursement in accordance with the terms of this Article, for days in addition to accumulative days, employee shall present in writing a request for such adjustment accompanied by a medical certificate setting forth therein the nature of the illness and the number of days that are required to recover from said illness.

5. A physician's certificate may be required by the Board for personal illness in the application of Section "C".

D. Leave Accounting

Administrators shall be given a written accounting of accumulated unused sick leave days no later than November 1 of each school year.

E. Physician's Certificate

A physician's certificate may be required by the Board for personal illness after four (4) consecutive days.

ARTICLE IX

PAID LEAVES OF ABSENCE

A. Personal Leave

1. Administrators shall be entitled, beginning with the first official day of the 1979-1980 school year, whether or not they report on that day to five (5) days of non-accumulative personal leave. The personal days beginning in 1980-1981 school year shall be reduced by one (1) to four (4) days. The personal days shall be increased in the 1981-1982 school year to five (5) days. The unused days shall be accumulated from year to year as sick leave days.

2. Personal leave may not be taken before or after a holiday, or before September 15th and after June 15th, unless approved by the Board of Education in advance of the proposed absence.

3. Except for illness, absences for more than three (3) consecutive days are not authorized, unless prior approval is obtained from the Office of the Superintendent.

4. Notice of absence shall be given as far in advance as is practicable, since the parties recognize it may be necessary for the Board of Education to obtain a substitute.

B. Funeral Leave

1. Administrators are entitled to four (4) calendar days leave for death of spouse, child or parents.

2. Administrators are entitled to a total of three (3) calendar days leave for death of related members of the immediate household.

3. All leaves in paragraph 1 and 2, shall be applied for at the time of occurrence.

### C. Maternity Leave

#### 1. Natural Childbirth

a. An administrator shall notify the Superintendent of her pregnancy as soon as it is medically confirmed. The Board shall grant maternity leave without pay to any administrator upon her request to commence on the day requested by the administrator.

b. A non-tenure administrator will not be granted maternity leave beyond the term of her contract.

c. The Board of Education agrees not to maintain or enforce any policy or practice for the removal of any tenured or non-tenured administrator which is based solely on the fact of her pregnancy or on the fact that she completed a specific number of months of pregnancy but shall consider and treat each administrator on an individual basis in accordance with the provisions of the New Jersey Law against discrimination N.J.S.A., 10: 5-1, et seq.

1) The Board may remove a pregnant administrator from her duties on any one of the following basis:

a. The pregnant administrator fails to produce a certificate from her doctor that she is medically able to continue working.

b. The physician for the Board of Education and the administrator's physician agree that she should not continue working, or,

c. Following a difference of opinion between the physician for the Board and the physician for the administrator, such physicians shall appoint an impartial third physician who shall examine the administrator and conclusively determine the issue of her medical capacity to continue working. The expense of such an examination shall be shared equally.

2) An administrator returning from a leave of absence for maternity shall be required to submit to the Board of Education, a certificate certifying her ability to resume the duties of her position.

3) An administrator shall be entitled to use accumulated sick days for illness or disability resulting from maternity; an administrator returning from a leave of absence for maternity shall be entitled to all benefits

to which the administrator returning from other types of sick leaves or disability would be entitled.

## 2. Adoption of Child

An administrator adopting a child shall receive similiar leave which shall commence upon receiving de facto custody of said infant, or earlier if necessary to fulfill the requirements for the adoption.

## D. Sabbatical Leave

### 1. Purpose

A sabbatical leave shall be granted to an administrator by the Board for study, travel, or for other reasons of value to the school system.

### 2. Conditions

a. Number of Administrators - if there are sufficient qualified applicants, sabbatical leaves shall be granted to a maximum of two (2) administrative personnel in the employ of the Board of Education.

b. Requests - Requests for sabbatical leave must be received by the Superintendent on an official application form as follows:

1) Application for leave during any full semester that is, from September through January or for any full school year, must be made on or before April first of that year.

2) Application for leave during any second semester, that is February through June, must be made on or before November first of that school year.

3) The Superintendent shall make a recommendation to the Board on each application for sabbatical leave and the same shall be subject to the approval of the Board of Education not later than a public meeting in May.

4) It is the intention of this resolution that all sabbatical leaves must begin at the commencement of a school semester and terminate at the end of a school semester.

c. Minimum time to qualify - Applicants for sabbatical leave for study purposes shall have completed seven (7) years or more of satisfactory service in Paterson. Applicants for sabbatical leave for travel or other reasons of value to the school system

shall have completed ten (10) years or more of satisfactory service in Paterson.

d. Pay - Employees on sabbatical leave shall be paid fifty percent of their salary, for the months they are on leave in the same manner as though he or she were on active duty. The Board shall continue to pay the pension of the individual while on leave.

e. Study - A sabbatical leave of absence for the purpose of study shall require that applicant attend for a period of not less than ten weeks each semester at a college or university recognized by the New Jersey State Department of Education. If such study is undergraduate study, each applicant must pursue not less than ten credits during the semester or if for graduate study, then said applicant must pursue not less than six credits each semester. All courses must be in the applicant's field of work and applicants shall be required to file a transcript of said record following each semester. The transcript shall be filed with the Superintendent of Schools. All courses as set forth herein must be taken during the regular semester exclusive of summer school.

f. Travel - No sabbatical leave for travel shall be granted unless such application is accompanied by an itinerary setting forth in detail the travel program contemplated. Such travel itinerary must be approved by the Superintendent and the Board.

g. Preference - Applicants for sabbatical leave of absence shall be given preference according to their relative years of service subsequent to their last preceding sabbatical leave and availability of replacement to be determined by the Superintendent of Schools.

h. Return -

1) Employees on sabbatical leave shall be considered to be in regular full time attendance in the position held at the beginning of such leave for the purpose of determining his or her length of service.

2) Employees absent because of an authorized sabbatical leave shall receive such increments as are granted during that period.

3) Employees shall agree in writing to return to his or her employment for a period of not less than two years following the expiration of such leave.

i. Illness - Interruption of sabbatical leave for study or travel caused by serious illness or accident during such leave shall not prejudice the Board as regards the fulfillment of the conditions regarding study or travel on which the leave was granted nor affect the amount of compensation paid the administrator under the terms of such sabbatical leave, provided:

1) Evidence of the accident or illness is satisfactory to the Superintendent of Schools and the Board.

2) The Superintendent has been promptly notified of such accident or illness within ten (10) days of such accident or illness.

3) Upon notification of maternity according to the existing rules the sabbatical shall terminate immediately.

j. Termination of Leave

1) No applicant on sabbatical leave shall be permitted to engage in remunerative employment while on such leave. A violation of this regulation shall be sufficient cause to effect a cancellation of the leave.

2) The Board of Education offers the privileges mentioned above with the expectation that those to whom leaves are granted will fulfill the obligations which they assume in accepting the leaves of absence under these rules. In case of violation, the leaves of absence will be terminated by the Board and will be regarded as evidence unbecoming an administrator.

E. Military Leave

Administrators called into temporary active duty of any unit of the U.S. Reserves or the State National Guard shall be paid his/her regular pay less any pay which is received from the State or Federal Government.

F. Other Leaves

1. Time necessary for appearances in any criminal, quasi-criminal, Workmen's compensation proceeding or other legal proceeding pertaining to Paterson School business or school affairs in which an Administrator is personally involved or is required by law to attend will be granted.

2. Other leaves of absence may be granted by the Superintendent for good reason at any time during the school year.



G. Unpaid Leaves of Absence

1. A leave of absence without pay of up to one year may be granted for the purpose of caring for a sick member of the Administrator's immediate family. Such leaves shall be requested in writing and may be granted at the discretion of the Board.

2. Other leaves of absence without pay may be granted by the Board for good reason.

3. All extensions or renewals of leaves shall be applied for and granted in writing.

ARTICLE X

INSURANCE BENEFITS

A. Hospital - Medical

1. The Board will continue to furnish Hospital - Surgical, Major Medical and Extended Basic Benefits to all employed Administrators. These benefits shall be at least comparable to those provided during the 1978-79 school year. The Board shall pay the full premium for each administrator and, in cases where appropriate, for family plan insurance coverage. The Board reserves the right to change insurance plans as long as equal or better benefits are provided.

2. Additional Language

The Board may change the plans only if all of the following procedures are complied with:

a. Any proposed new carrier must offer benefits equal to or better than those provided by the New Jersey State Public and School Employees' Health Benefits Plan.

b. The Board shall provide the Association with the proposed master policy, which the Association may review and analyze for a period of at least thirty (30) days.

c. Any disputes over benefit levels or procedures which are not resolved by the parties through negotiations shall be submitted to binding arbitration.

d. Any arbitrator selected by the parties shall be experienced in the handling of health insurance issues.

e. The decision of the arbitrator shall be issued not later than fifteen (15) days from the date of the close of the hearings.

B. Other Medical Benefits

1. Effective July 1, 1980, the Board of Education shall pay the premiums covering a Family Dental Insurance Plan.

2. Effective February 1, 1981, the Board of Education shall pay the premiums covering a Drug-Prescription Plan (\$1.00 Co-pay) for the employee only.

3. The dental and drug-prescription insurances shall be the same as currently in effect for the Municipal employees of the City of Paterson.

4. The individual employee shall have the right to purchase through payroll deductions, dependent or family coverage for B-2 above, subject to the rules and regulations of the carrier.

5. The Board reserves the right to change the Dental and Drug-Prescription Plan so long as equal or better benefits are provided.

ARTICLE XI

CONFERENCES - CONVENTIONS

A. Conferences Exceeding One Day

All requests to attend conferences or seminars shall be submitted in writing to the Superintendent of Schools for approval twenty (20) days in advance of such conference or seminar. Permission to attend such conference or seminar if granted, shall be without loss of salary and shall include travel expenses and an allotment of thirty-five (35) dollars per diem for a maximum of five (5) days.

B. Conferences - One Day

Requests to attend a conference or seminar that does not require more than one day's attendance, shall be submitted to the Superintendent for approval five (5) days in advance. The Board will pay the reasonable expenses incurred by Administrators who attend such sessions.

C. N.J.E.A. Convention

Fifteen (15) members of the P.A.A. are authorized by the Board to attend the annual convention of the N.J.E.A., including five (5) Principals, five (5) coordinators or Vice-Principals, five (5) Supervisors or Directors, who shall be entitled to travel expenses plus thirty-five (35) dollars per diem for a maximum of three (3) days.

## ARTICLE XII

RE-ASSIGNMENTS AND TRANSFERS

## A. Re-assignments

Any changes in school or assignment shall be given immediately to the personnel involved and to the Association. The administrator and the Association shall be notified in writing of any contemplated transfers prior to August 1st. If said administrator desires a conference to discuss the contemplated transfer or re-assignment, such conference shall take place with the Superintendent of Schools within five (5) days after the receipt of the notification by the Superintendent of such request. No transfer or re-assignment may occur after August 1st unless the Board shows good cause.

## B. Re-assignments - Transfers Requested by Administrators

1. Administrators desiring a change or transfer may file a written statement of such desire with the Superintendent not later than April 1st.

2. The Superintendent, as soon as practicable, shall make available to the Association the names of transfers known to him at that time.

3. In determination of requests for re-assignments and/or transfers, the wishes of the individual shall be honored to the extent that the transfer does not conflict with the instructional requirements and best interests of the school system. No such request shall be denied arbitrarily, capriciously, or without basis in fact.

## ARTICLE XIII

ADMINISTRATOR EVALUATION

## A. Monitoring - Observation

All monitoring or observation of work performance shall be conducted openly and with full knowledge of the individual.

## B. Personnel Records

An administrator shall have the right upon request to review the contents of his/her personnel file, to receive copies of any documents contained therein, and be entitled to have representative of the "Association" accompany him/her during the review.

## ARTICLE XIV

PROFESSIONAL DEVELOPMENT

## A. Tuition Reimbursement

The Board shall reimburse an Administrator for tuition, fees, and book costs, expended while actively in the employ of the Paterson Board of Education and not on any kind of extended leave as herein after set forth:

1. The graduate courses for which tuition fees are sought shall be in the Administrator's discipline.
2. The Superintendent must approve the courses prior to registration and his refusal to approve the taking of any course or courses by the administrator shall not be the subject of a grievance.
3. Administrators shall not receive reimbursement for more than three (3) credits in any one semester.
4. The courses must be taken in an institution accredited by the Department of Education of the State of New Jersey.
5. No reimbursements shall be made unless the Superintendent shall approve the application for reimbursement and then only upon presentation by the Administrator of proof of the successful completion of such approved courses.
6. Reimbursement shall not exceed the cost of such courses at a New Jersey State college or forty-five (45) dollars whichever is the lower amount.

## B. Liaison Committee

The Liaison Committee heretofore established by the "Association" with the Office of the Superintendent shall continue and meet at least once every month.

## C. Committee Representatives

All administrative representatives on any committee existing or to be created shall include "Association" members selected by the Superintendent, upon the recommendation of the "Association".

## D. Meeting With The Superintendent Of Schools

The Superintendent shall have the right to meet with administrators after regular school hours at least once every school month in addition to meetings deemed necessary or desirable by the Superintendent, said meetings to commence no later than three o'clock p.m.

## ARTICLE XV

MISCELLANEOUS PROVISIONS

## A. Assault

The Board shall give full support including legal assistance for any assault upon an administrator while acting in the discharge of his/her duties, provided the Administrator has not violated any State or Federal law. However the Board will not pay any legal expense prohibited by New Jersey Statute.

## B. Job Descriptions

Each Administrator shall have a job description.

## C. Return From Leave

All benefits to which an administrator was entitled at the time the leave of absence commenced, shall be restored to the administrator upon return, and shall be assigned to the same position which was held at the time the leave commenced, if available, or if not, to a substantially equivalent position.

## ARTICLE XVI

SALARIES

## A. Salary Guide

The Salary Guide of the Board of Education for the 1979-1980, 1980-1981, 1981-1982 school years for the Paterson Administrator Association is attached at the end of this Agreement and is made a part of this contract.

## B. School Category

## 1. Principals shall be classified as follows:

Category I: up to 450 students

II: 451 - 900 students

III: 901 students and up

IV: High School

## 2. The foregoing categories are based on Column 5 enrollment figures for June of each preceeding year. There will be a 5% tolerance before any change into a lower category. There will be no reduction in salary for anyone transferred for the benefit of the "Board".

### C. Salary After Promotion

When a professional employee is promoted to a Supervisory or Administrative position, said employee shall be placed on the "O" step of the respective category or guide unless the remuneration at that level is less than the employee received or would have received in his/her previous position. In such cases, the employee will be placed on that step of the Salary Guide which will show an increase over the previous salary or the one to which the employee would have been entitled.

### D. Twelve Month Employment

1. All employees listed in Article 1 shall be employed for twelve (12) months with the exception of deans.
2. The employees referred to in D. 1 above, in addition to 182 days during the regular school year, shall work twenty (20) days between July 1 and August 31 and the Superintendent of Schools, after consultation with the employee and/or the P.A.A., shall determine the specific 20 days the employee will work.
3. The employees shall be notified of the dates by Feb. 1. The 20 days shall be in no more than two splits and said splits shall consist of consecutive days with the approval of the Superintendent. Exceptions to the above rule may be made with the approval of the Superintendent if requested by the employee.
4. Employees on a twelve (12) month basis shall receive twenty-four (24) salary checks - two (2) each month.

## ARTICLE XVII

### DURATION OF AGREEMENT

This Agreement shall be effective as of July 1, 1979 except as otherwise provided, and shall remain in full force and in effect until June 30, 1982.

## ARTICLE XVIII

### SERVICE OF PROCESS

Whenever any process or notice is required to be given to either of the parties to this Agreement, the same shall be given at the following addresses:

1. Board of Education  
31-33 Church Street  
Paterson, New Jersey 07505
2. Paterson Administrators Association  
(address of the President of the P.A.A.)

ARTICLE XIX

COMPLETENESS OF AGREEMENT

This Agreement represents and incorporates complete and final understanding by the parties on all bargaining issues which were or could have been the subject of negotiations.

In WITNESS WHEREOF, the parties have hereunto set their hands and seals this 1st day of October 1979.

PATERSON ADMINISTRATORS ASSOCIATION

signed

Secretary

President

PATERSON BOARD OF EDUCATION

signed -

Secretary

President