Memorandum of Agreement Between the Paterson Principal's Association and the Paterson School District

- 1. Except as this Memorandum shall otherwise provide the terms of the collective bargaining Agreement for July 1, 2005 to June 30, 2009 shall be continued.
- 2. Term of Agreement three (3) years July 1, 2009 to June 30, 2012.
- 3. Salaries delete Paragraph A of Article XXIII and all salary guides and practices.
 - a) Effective July 1, 2009 salaries of each member of the bargaining unit shall be increased 2.5% inclusive of any increment adjustment. The salary guides for the school year 2008-2009 shall be increased 2.5% on each step. The adjusted guides shall be in effect for the school year 2009-2010; however, step placement on the new guides shall not reflect years of service; employees shall remain on the same step number from 2008-2009; employees shall then be moved horizontally to the new guides. No employee shall receive a salary adjustment greater than 2.5 % increase from their 2008-2009 salary, (i.e. an employee on step 10 of the 2008-2009 salary guide shall be placed at step 10 on the salary guide for 2009-2010; the maximum salary increase for employees for 2009-2010 shall be 2.5% from salary paid in 2008-2009). Longevity payments shall be continued.
 - b) Effective July 1, 2010, a complete wage and longevity freeze shall be in effect for the year 2010-2011. No employee shall be granted any salary increase; no employee shall be granted any longevity increase. Employees shall remain at the same step the employee was placed on 2009-2010 salary guide and all employees shall be paid the same salary paid in 2009-2010. No increments shall be granted for 2010-2011. No longevity increases shall be granted for 2010-2011.
 - c) Effective July 1, 2011 salaries of each member of the bargaining unit shall be increased 2.5% inclusive of any increment adjustment. The salary guides for the school year 2009-2010 shall be increased 2.5% on each step. The adjusted guides shall be in effect for the school year 2011-2012; however, step placement on the new guides shall not reflect years of service; employees shall remain on the same step number from 2009-2010; employees shall then be moved horizontally to the new guides. No employee shall receive a salary adjustment greater than 2.5% increase from their 2009-2010 salary (i.e. and employee on step 10 of the 2009-

2010 guide shall be placed at step 10 on the salary guide for 2011-2012; the maximum salary increase for 2011-2012 shall be 2.5% from salary paid in 2009-2010). Longevity payments shall be continued; employees who reached new longevity steps for 2011-2012 shall be granted; and employees who reached new longevity steps in 2010-2011 shall be granted such new longevity rate effective July 1, 2011, (these employees were not granted the increase in 2010-2011 due the wage freeze and this grant in 2011-2012 shall not be retroactive). Employees shall remain at the same step number from 2008-2009 for the duration of this new Agreement.

- 4. Article XI Conference and Conventions add new paragraph "D All restrictions, rules and requirements issued by the Commissioner of Education and/or the State Board of Education for attendance at conferences and conventions shall be incorporated by reference into this Agreement and shall be followed.
- 5. Article XV Professional Development delete paragraph A.8 and insert as new A.8 "The maximum amount of money expended by the District for tuition reimbursement in a school year for members of this bargaining unit shall be the amount expended for this bargaining unit for the school year 2008."
- 6. Article XIV Performance Evaluation add new provision "A.3 A copy of a draft evaluation of an employee shall be given to the employee before the evaluation is designated "Final."
- 7. Article XIV Performance Evaluation add the following sentence to paragraph B "Employees shall have the right to submit answers and/or comments to any item included in an employee's personnel file."
- 8. The parties agree that any dispute concerning the calculation, payment or any other issue or dispute concerning this salary provision shall be subject to binding arbitration; the parties further agree that Martin S. Scheinman, Esq. shall serve as arbitrator; if he is unable to serve James W. Mastriani shall serve as arbitrator.

This Memorandum of Agreement is subject to ratification by the Association membership; this Memorandum of Agreement is also subject to the review and approval of the State District Superintendent in his discretion and subject to review and approval of the Commissioner of Education in his discretion and subject to review and approval of the State Board of Education in its discretion. The respective negotiations Committees shall recommend approval of this tentative settlement to those they represent.

ASSOCIATION:
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DATE: May 19, 2010