

ARTICLE I

RECOGNITION

A. The Passaic Board of Education recognizes the Passaic Administrators and Supervisors Association as the exclusive representative for purposes of collective negotiations with the Board concerning the terms and conditions of employment for all state certified full-time administrators and supervisors employed by the Board for the term of the Agreement, except those position titles as listed below:

Superintendent of Schools

Assistant Superintendent of Schools

Secretary/Business Administrator

- B 1. The Passaic Board of Education hereby agrees to an Agency Shop for all employees covered by this Agreement. The Passaic Board of Education is hereby held harmless for any litigation and/or legal fees between PASA and its members and/or non-members as a result of agency shop administration. The rate of deduction for all staff covered by this Agreement and not paying dues to the Passaic Administrators and Supervisors Association shall be 85% of the regular membership dues.
2. The payroll department shall assess all staff covered by this Agreement who are not on PASA membership rolls as of September 30 of each school year at the 85% rate. These deductions shall be in compliance with New Jersey State Statute.
3. The payroll department shall transmit Agency Shop assessments monthly to PASA on separate reporting forms.

4. At the time of initial hiring, each new employee shall be informed by the payroll department as to the existence of the Agency Shop. For new employees hired by September 1 of each school year, an election of dues deduction or Agency Shop assessments shall be made prior to September 30. For employees who are hired after September 1, an election of dues deductions or Agency Shop deductions shall be made during the first thirty (30) days of employment.
5. All deductions under the Agency Shop shall be in accordance with Ch. 477, P.L. of 1979.
6. PASA will certify to the Board prior to the start of each school year that the amount of the representation fee to be assessed does not exceed the 85% of dues, fees, and assessments that are expended for partisan, political or ideological activities or causes that are only incidentally related to the terms and conditions of employment or applied toward the cost of benefits available only to members of the majority representative.
7. In compliance with Ch. 477, P.L. 1979, PASA has adopted the required Demand and Return System. PASA may use Board buildings for its meetings with the approval of the Superintendent.
8. The Board and the Association agree that the following positions will be recognized by PASA:

Director of Facilities

Director of Grants

The Board and the Association further agree that these two positions will be 12 month positions.

A new salary guide will be created for these two positions, independent of present salary guides.

ARTICLE II
NEGOTIATION PROCEDURE

- A. During negotiations, the Board and the PASA shall present relevant data, exchange points of view, and make proposals and counter proposals. Upon agreement by the parties in negotiation, the parties will make recommendations to their respective constituents for consideration and ratification action. Neither party in negotiation shall control the selection of the negotiating representatives of the other party.
- B. Either party may, if it so desires, utilize the services of outside consultants and may call upon professional and lay representatives to assist in negotiations. The parties mutually pledge that their representatives may make "Good Faith" proposals, consider proposals and make counter proposals, in the course of negotiations, and will communicate these to their constituents. Meetings between the parties shall be scheduled at a mutually convenient time and place in order that those involved may be free from assigned responsibilities. The agreement between parties shall be reduced to writing and signed by the representative of each party. The agreement shall not be altered, amended, modified or changed except in writing after mutual agreement of the parties and after ratification by the duly authorized parties and signed by the proper officers of the Board and PASA, a copy of which executed writing shall be attached to the original agreement and become a part thereof.
- C. During the term of the agreement, should the Board desire to adopt a change in personnel policy which affects the terms and conditions of employment of PASA membership, the Board will notify the PASA in writing of such contemplated change. The PASA shall have the right to negotiate with the Board for mutually acceptable change in said policy.

ARTICLE III
GRIEVANCE PROCEDURE

A. DEFINITION

A "grievance" is an appeal of the interpretation, application or violation of policies, the agreement and administrative decisions affecting an administrator or group of administrators.

B. PURPOSE

1. 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 the welfare or terms and conditions of employment of employees, except that this procedure shall not apply to non-renewal of non-tenure contracts or appointments. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.
2. Nothing herein contained shall be construed as limiting the right of any employee having a grievance to discuss the matter informally with any appropriate member of the administration, and having the grievance adjusted without participation by the Association, provided the adjustment is not inconsistent with the terms of this Agreement and that the Association has been given the opportunity to be present at such adjustment and to state its views.

C. PROCEDURE

1. All grievances must be filed within forty(40) days of the date of the cause of the grievance or within forty(40) days of the time the Association or when the grievant reasonably should have become aware of the complaint exclusive of breaks in the school calendar. In the case of a grievance seeking monetary awards, the parties are limited to monetary adjustments for the school year in which the grievance is adjudicated. For the purpose of this Article, the term "school year" shall be September 1st of each contract year of the term September 1, 2001 to August 31, 2005.

2. All members of the bargaining unit are required to follow grievance procedure policies as published by the Association. No bargaining unit member may grieve or file a grievance without knowledge and approval of the Association. All grievances must be filed on the official grievance form. If a grievance affects a group or class of administrators, the Association may process such grievances or grieve as a single grievant. The Association may be required by the Board to produce individual grievants who may be affected by a class action grievance.

3. All grievances are to be filed at the lowest appropriate level. For the purpose of the Agreement, the lowest appropriate level shall be the level on which the grievance was created or the level which has the authority to resolve the grievance. The Association in concert with the Superintendent shall determine the level at which a grievance shall be filed. No grievance shall be filed directly into arbitration unless both parties mutually agree.

4. LEVEL ONE:
Should level one be deemed to be the lowest appropriate level, the formal grievance shall be submitted to immediate superior within five (5) calendar days of the date of the grievance form. In the event of dual superiors (i.e., a building principal and a supervisor) the Association in concert with the Superintendent will determine which has the authority to resolve the grievance and submit the official grievance to the party with a courtesy photocopy to the other superior(s). The immediate superior shall return the grievance to the Association by U.S. Mail within five (5) calendar days of the receipt of the grievance.

5. LEVEL TWO:

Should level two be deemed to be the lowest appropriate level, the formal grievance shall be submitted to the Superintendent of Schools within five (5) calendar days of the date of the grievance form, or if the grievance has passed through level one, it shall be presented to the Superintendent within five (5) calendar days of being returned to the Association. In either case, the Superintendent shall render his/her decision and return the grievance to the Association by U.S. Mail within seven (7) calendar days.

6. LEVEL THREE:

If the grievance is not resolved, to the satisfaction of the grievant at level two, or if no decision has been rendered by the Superintendent within seven (7) calendar days of his/her receipt of the grievance the grievance shall be scheduled for binding arbitration. Arbitration shall be conducted according to procedures D (1) or as outlined below.

D. 1. PERC APPOINTED ARBITRATOR:

Either party may elect to select or recommend an arbitrator from the Public Employment Relations Commission. The following procedure will be used to secure the services of an arbitrator:

- a) A Request will be made to the Public Employment Relations Commission to submit a roster of persons qualified to function as arbitrator in the dispute in question.
- b) If the parties are unable to determine a mutually satisfactory arbitrator from the submitted list, they will request the Public Employment Relations Commission to submit a second roster of names.
- c) If the parties are unable to determine, within ten (10) school days of the initial request for arbitration a mutually satisfactory arbitrator from the second

submitted list, the Public Employment Relations Commission may be requested by either party to designate an arbitrator.

2. RESTRICTIONS FOR A PERC ARBITRATOR:

- a) The arbitrator shall limit himself to the issues submitted to him and shall consider nothing else. He can add nothing to, nor subtract anything from the Agreement between the parties or any policy of the Board of Education.
- b) Arbitration is limited to the interpretation of the written Agreement between the parties.
- c) The arbitrator may not render a decision contrary to any decision of the Commissioner of Education of the State of New Jersey.
- d) The findings of the arbitrator shall be binding on the parties.
- e) Only the Board and the aggrieved and his/her representatives shall be given copies of the arbitrator's report of findings. This shall be accomplished within thirty (30) days of the completion of the arbitration hearings.
- f) In the event a grievance is filed at such time that it cannot be processed through all 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 the 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. COSTS

- a) Each party will individually bear the total cost incurred.
- b) The fees and expenses of the arbitrator are the only costs, which will be shared by the two (2) parties, and such costs will be shared equally.

4. MISCELLANEOUS

- a) During the processing of a grievance or after a final decision, 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.
- b) Forms for filing grievances, serving notice, 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.
- c) The arbitration hearings will be scheduled so as not to interfere with the working hours of the employees who are required to be present at the hearings. However, should circumstances necessitate hearings during school hours; there shall be no loss of pay suffered by reason thereof by the aggrieved or his/her representatives, if they should be employees of the Board.

ARTICLE IV

SICK LEAVE

- A. All employees covered by this Agreement shall be entitled to fifteen (15) sick days leave with pay per year; five (5) of which may be used for personal leave. Unused sick days may be accumulated by each employee during the period of his/her employment and be considered as cumulative. In the event that any employee is absent ten (10) times during any school year for illness, all successive absences will be taken from his/her accumulated sick leave, if any exists. If the employee has no sick days accumulated from past years, it will then be charged against current personal business days. Upon initial employment, sick leave entitlement during the initial employment year shall be prorated at the rate of 1-1/2 days per month for the period of actual time worked.
- B. Full-time employees may be entitled to extended sick leave in accordance with the Board's discretionary right to grant same pursuant to N.J.S.A. 18A;30-6.
- C. Death of a grandchild shall entitle the employee to five days excused absence.
- D. Employees in their last year of employment shall not be permitted to simply use up sick days. Any employee out for an extended period of time will have to justify his/her absence with a physician's certificate, subject to the concurrence of a Board selected physician.
- E. Upon retirement from the Passaic School District, a member of PASA shall receive from the Board the following financial consideration for having accumulated sick leave days:

For accumulated sick leave days

1 through 100 = \$100.00 per day

For accumulated sick leave days

101 through 150 = \$125.00 per day

For accumulated sick leave days

Over 151 = \$150.00 per day

With the following limits: Maximum payment \$15,000.00.

If a member dies while employed by the Board of Education, the unused sick day(s) payment will be paid to the estate of the employee.

- F. 1. The Board agrees to award each employee who has had perfect attendance each semester, \$200 per semester for the duration of this contract (2005-2006, 2006-2007, 2007-2008, 2008-2009).
- This payment is to be made on the first day of the school year immediately following the year in which perfect attendance was earned. A semester is defined as the period of time from the first day of school in September to January 31 of the next calendar year, and from February 1 to the last day of school.
2. The term perfect attendance means that the employee has been in attendance for the entire semester and that the employee has not used a sick day or a personal business day during that semester. Bereavement days, professional days, conventions, field trips and days spent on business for the Board shall not be

counted as grounds for ineligibility. Approved religious holidays taken as personal days shall not be considered as absences for the attendance award of the employee.

ARTICLE V

EDUCATIONAL LEAVE

- A. Employees covered by this Agreement shall be eligible for educational leave after seven (7) years of employment in the Passaic School System at seventy-five (75%) percent of contract pay. Such leaves are to be for purposes of professional improvement. Requests for educational leaves must be submitted in writing (letter form) to the Association and the Superintendent by June 1 for leaves to commence with the fall semester and October 1 for leaves to commence with the start of the spring semester. The number of employees who may avail themselves of this shall be limited to one (1) each year.
- B. Selection of those eligible employees making application will be done by the Superintendent. Selection will be based on the educational purposes including travel for which the employee is making application.
- C. Educational leaves are considered benefits to both employees and the school system. The Board recognizes these benefits and has provided the means to grant them under the following conditions:
1. The Board reserves the right:
 - a) To grant or reject any application for educational leave at its sole discretion.
 - b) To grant on seniority basis of service in the Passaic School System.
 - c) To terminate the educational leave or any other leave of any employee who accepts gainful employment (living allowances will not be considered).
- Failure by any employee to comply with any of the regulations above shall be deemed neglect of duty and an act of insubordination.

2. The request for education leave must be in writing, submitted to the Superintendent of Schools and must include:
 - a) A plan of activity to be pursued.
 - b) A statement by the applicant signifying willingness to return and serve a minimum of two (2) years, unless prevented by illness or excused from such service by the Board of Education.
3. If the provisions of the educational leave authorization have been satisfactorily completed and approved by the Superintendent of Schools, the employee shall be entitled to his/her regular increment and any increase in the salary guide for the period of such leave and such leave shall not be considered an interruption of continuous service in the Passaic School System.
4. Payment to a person covered by this Agreement while on educational leave shall be made in the same manner adopted by the Board in paying other supervisors and administrators, but the amount of payment shall be at the rate of seventy-five (75%) percent of the salary scale amount to which that person would be entitled if he were not on educational leave but on full-time employment in his/her position in the Passaic School District. It is understood that persons on educational leave shall not be entitled to payment for graduate credit as specified in Article VI of this Agreement.
5. All rights inherent in the employee's original contract shall continue as heretofore except as above defined.

ARTICLE VI

PAYMENT FOR GRADUATE CREDIT AND ATTENDANCE

AT PROFESSIONAL CONFERENCES

- A.
1. The Board agrees to provide a budget account for persons included under this Agreement up to \$1,500.00 for full tuition payment of approved graduate courses, or for courses taken as part of programs approved by the Superintendent.
 2. Applications by employees must be submitted in writing to the Superintendent of Schools prior to enrollment.
 3. As a general rule, approval will be given to programs leading to a masters degree and for degree programs beyond the masters, and for all other graduate courses not leading to a degree, which may be approved by the Superintendent. Generally, not more than nine (9) credits may be taken in any one school year except for credits, which may be taken during the summer, during which time the administrator is not assigned duties in the system.
 4. The Board agrees that any portion of the budget amount of \$1,500.00, which remains unexpended or uncommitted at the end of the school year, will be authorized for use in payment for approved graduate credits to be taken during the next school year.
 5. The Board agrees to provide an annual budget account of \$2,500.00 for attendance by persons included under this Agreement at professional conferences at the Superintendent's discretion.

ARTICLE VII

ISSUANCE OF CONTRACTS

The Board agrees to notify employees hereunder of their assignments for September by no later than July 1, of each year of this contract whenever administratively possible. Contracts are to be issued by no later than July 31, showing exact salary, scale and step. In the event of changes of assignment subsequent to July 1, the reasons for each change will be discussed with each individual involved, by the Superintendent of Schools or his/her representative, as soon as possible after the need for such change is known or the action affecting such change is decided by the Superintendent. It is agreed that the employees involved may have PASA representation at the meeting at which changes of assignment are discussed with them. The aforesaid dates are to apply uniformly each and every year of this Agreement.

ARTICLE VIII

INSURANCE PROTECTION

The Board assumes the responsibility for maintaining the same level and extent of benefits now enjoyed by the Association for the term of this agreement.

- A. The Board agrees to pay premiums for each member of PASA under contract covered by this Agreement and his/her immediate family and dependents for Blue Cross-Blue Shield, Rider "J" and Major Medical under the New Jersey State Health Benefits Plan for the term of this Agreement.
- B. In order to obtain coverage of his/her immediate family and dependents each member of PASA must have a written application for this coverage on file with the Board Secretary/Business Administrator. PASA members who have not previously applied for such coverage must apply as specified in the Article, using insurance forms provided for this purpose by the Board.
- C. The Board agrees to pay premiums for each member covered under this Agreement and his/her immediate family and dependents for dental benefits through the life of this Agreement. Employees shall have the option of purchasing at their own expense the difference in cost between the Board's current dental insurance program and the cost of any other enhanced coverage provided by the Board's dental insurance carrier. This option shall be available provided it does not negatively impact or increase the Board's

dental insurance premiums and is permitted by the insurance carrier. The Board reserves the right to charge an administrative fee equal to 5% of the annual premium cost for each employee who chooses this option.

- D. The Board agrees to maintain a prescription plan for employees and their eligible dependents. The Board will contribute payments for premiums for each member covered under this Agreement and his/her immediate family and dependents for a paid prescription drug plan. A prescription plan will be in effect throughout the life of this agreement. Members of the bargaining unit shall contribute the following amounts towards the prescription plan.

For Married and Family coverage, the employee will contribute \$400.00 annually towards the prescription plan premium.

For Single and Parent/Child coverage, the employee will contribute \$200.00 annually towards the prescription plan premium.

- E. The Board agrees to pay premiums for each member covered under this Agreement and his/her immediate family and dependents for optical benefits. This plan shall be in effect throughout the life of this agreement.

- F. The Board agrees to pay premiums for each member covered under this Agreement for a Long-Term Disability program with Prudential or any future carrier designated by the Board. Employees shall have the option of purchasing at their own expense the difference in cost between the Board's current expenditure and the cost of any additional coverage. This option shall be available provided it does not negatively impact or increase the Board's long-term disability insurance premiums and is permitted by the insurance

carrier. The Board reserves the right to charge an administrative fee equal to 5% of the annual premium cost for each employee who chooses this option.

- G. The Board agrees to pay premiums for each employee covered by this Agreement and who was employed prior to September 1, 1985 and his/her spouse for Blue Cross-Blue Shield, Rider "J," and Major Medical under the New Jersey State Health Benefits Plan during the years of that employee's retirement under the provisions of P.L. 1964 C. 125 as amended by P.L. 1974 C. 88 Section 1 effective August 29, 1974 and P.L. 1979 C. 54 Section 1 effective March 27, 1979.
- H. The Board agrees to pay premiums for each employee covered by this Agreement and who was employed prior to September 1, 1985 and his/her spouse for Prescription Drug benefits as specified in Section D (above) during the years of that employee's retirement provided that said employee has 25 years in his/her pension fund at the time of his/her retirement from the Passaic Board of Education and retires subsequent to September 1, 1982. Employees who retire without a sufficient number of years to be eligible for Board paid health insurance shall have the option of purchasing, at their own expense, any coverage available for covered employees, subject to approval by insurance carrier. This option shall be available provided it does not negatively impact or increase the Board's health insurance premiums and is permitted by the insurance carrier. The Board reserves the right to charge an administrative fee equal to 5% of the annual premium cost for each employee who chooses this option.
- I. Effective September 1, 1983 the Board agrees to pay premiums for each employee covered by the Agreement and who was employed prior to September 1, 1985 and his/her

spouse for Dental coverage benefits as specified in Section C during the years of that employee's retirement provided that said employee has twenty-five (25) years in his/her pension fund at the time of his/her retirement from the Passaic Board of Education and retires subsequent to September 1, 1983.

J. Effective September 1, 1984, the Board agrees to pay premiums for each employee covered by the Agreement and who was employed prior to September 1, 1985 and his/her spouse for Optical Plan benefits as specified in Section E during the years of that employee's retirement provided that said employee has twenty-five (25) years in his/her pension fund at the time of his/her retirement from the Passaic Board of Education and retires subsequent to September 1, 1984.

K. Employees hired on or after September 1, 1985, shall be entitled to the same coverage provided in paragraphs G through H, provided, however, that they must have twenty-five (25) years of service in his/her or her pension fund at the time of his/her retirement and shall also have twenty-five (25) years of actual service in the Passaic School System.

L. The Board shall provide each member of PASA with a description of the Health Care Insurance coverage provided under this Article at the commencement of employment.

ARTICLE IX

LONGEVITY

A. Effective September of each year the basic contract salary for persons covered by this Agreement who have completed ten (10) or more years continuous service in the Passaic School District shall be increased annually according to the following percentages of their appropriate guide and step.

	<u>2005/06</u>	<u>2006/07</u>	<u>2007/08</u>	<u>2008/09</u>
Completion of 10 years or more	10.0%	10.0%	10.0%	10.0%
Completion of 15 years or more	10.5%	10.5%	10.5%	10.5%
Completion of 20 years or more	11.0%	11.0%	11.0%	11.0%
Completion of 25 years or more	11.5%	11.5%	11.5%	11.5%
Completion of 30 years or more	12.0%	12.0%	12.0%	12.0%

Employees hired as of September 1, 1996 shall not be entitled to receive longevity until said employee has completed 15 or more years of continuous service in the Passaic School District. The longevity shall be as follows:

- * After completion of 15 years or more continuous service — 10.0%
- * After completion of 20 years or more continuous service — 11.0%
- * After completion of 25 years or more continuous service — 11.5%
- * After completion of 30 years or more continuous service — 12.0%

Employees who become eligible for an initial longevity payment on or before September 1, shall receive it effective September 1 following completion of their tenth/fifteenth year

and thereafter shall receive adjustments only on September 1. This shall be effective September 1, 1996.

The amount of longevity shall be computed according to the above formula and payable in equal monthly installments, September through June of each contract year.

- B. For purposes of this policy of longevity payment, leave authorized by the Board will be considered as maintenance of continuity of service provided the person granted such leave returns to service in accordance with the stipulations of such leave. However, the actual time on leave shall not be included in the calculation of the number of years of service for longevity payment eligibility.
- C. Salary guides shall no longer have reference to Bachelor's degree levels.
- D. Employees who retired or who resigned in good standing from September 1, 2005 through the date of ratification of this agreement will receive the retroactive pay adjustments to which they would have been entitled had they remained employees of the Board.

ARTICLE X

WORKING CONDITIONS

All PASA members shall work days beyond the regular school year. These days shall be worked according to the following schedule:

- One week (5 days) prior to the opening of school (8:30am – 3:30pm)
- One week (5 days) after the close of school (8:30am – 3:30pm)
- Plus an additional 5 days between the week prior to school opening and the week after the close of school (8:30am – 3:30pm)

The days between the week prior to school opening and the week after the close of school shall be days, which shall be mutually agreed upon by the administrator and the Superintendent or his/her representative. As professionals, all administrators are aware that they are responsible for the efficient and effective operation of their departments and for their schools on a year-round basis.

For the purpose of this agreement every member of PASA shall be entitled to compensation for the time served over and beyond the term of employment pursuant to this agreement in Article X hereof, based upon 1/200 of their regular salary (prorated). This additional time must first be approved by the Superintendent of Schools. All school-building administrators shall work 8:00 a.m. to 4:00 p.m. each workday during non-summer workdays with one hour allowed for lunch.

All school building administrators will be responsible for, and must be on duty to insure the efficient opening, operation and closing of schools to which they are assigned on a year round basis.

ARTICLE XI

ADMINISTRATIVE SUPERVISORY SALARY SCHEDULE

A. Implementation of Administrative - Supervisory Schedule

1. Placement of present personnel shall be in accordance with years of experience in administration or supervision in Passaic.
2. Newly appointed administrators or supervisors shall be placed on the first step of the appropriate schedule or on the step carrying the salary figure next higher than the one he/she would have received in his/her previous position.
3. Promotions from one administrative or supervisory position to another shall be placed on the step in the new position, which carries a salary in excess of one increment of the last position.

B. TWELVE MONTH POSITIONS

The following positions shall be twelve-month positions:

1. Assistant Business Administrator / Assistant Board Secretary
2. Principal - Lincoln Middle School
3. Principal - Passaic High School
4. Supervisor of Athletics

The 12-month employee salary guide reflects 17 and 1/2 days of compensation. Twelve-month employees are entitled to 22 vacation days. It is understood that the superintendent of schools has the right to change any member of PASA from a ten to a twelve month contract as the needs of the district and the districts' students dictate.

C. Effective September 1, 2006, in Elementary Schools where the student enrollment exceeds 900 students on October 15th, the principal of that school shall be placed on Salary Guide D, retroactive to September 1st of that school year. If the principal of a 900+ student school is later transferred to a smaller school, such principal's salary shall be frozen on the salary guide and step they are presently on, until such time as Salary Guide C reaches Salary Guide D, and the principal can be paid the appropriate salary for a school of less than 900 students.

ARTICLE XII

SAVINGS CLAUSE

If any provision of this Agreement is or shall at any time be contrary to law, or decisions of the Commissioner of Education, then such provision shall be void and unenforceable, otherwise, all other provisions of the Agreement shall continue in effect for the duration of this Agreement; and shall remain in effect until replaced by a successor agreement.

ARTICLE XIII

BOARD'S RIGHTS

- A. The Board reserves unto itself, the sole jurisdiction and authority over matters of policy and retains the right, subject only to the limitations imposed by the language of this Agreement, in accordance with applicable laws and regulations (1) to direct employees of the school district; (2) to hire, promote, transfer, assign and retain employees in position in the school district and to suspend, demote, discharge or take other disciplinary action against employees, with just cause; (3) to relieve employees from duty because of lack of work or for other legitimate reasons; (4) to maintain efficiency of the school district operations entrusted to them; (5) to determine the methods, means and personnel by which such operations are to be conducted; and (6) to take whatever actions may be necessary to carry out the mission of the school district in situations of emergency.
- B. The exercise of the foregoing powers, rights, authority, duties or other responsibilities of the Board, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith, shall be limited only by the express terms of this Agreement and then only to the extent such terms hereof are in conformance with the Constitution and laws of New Jersey and of the United States.
- C. Nothing contained herein shall be construed to deny or restrict the Board in its exclusive right to administer itself and control the work of its personnel, nor to deny or restrict the Board in any of its rights, responsibilities and authority under N.J.S.A. 18A or any other national or state law or local ordinance.

ARTICLE XIV

TRANSPORTATION STIPEND/REIMBURSEMENT

Employees who use their personal automobile for out of district authorized travel shall be entitled to reimbursement at the Internal Revenue Service approved rate.

ARTICLE XV

DURATION

- A. The provisions of this agreement shall be effective as of September 1, 2005 and shall remain in full force and effect until August 31, 2009, subject to the right of the Board and PASA to negotiate for a successor contract as provided in the negotiations procedure herein.

- B. It is understood and agreed by the parties hereto that the provisions included in the booklet entitled "Personnel Policies-Rules and Regulations of the Passaic Board of Education" pertaining to personnel as revised and adopted July 10, 1967, and further revised 1977, shall remain in full force and effect except as agreed to in writing by both parties in this or any subsequent agreement.

- C. IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by their respective presidents, attested to by their respective secretaries, and their corporate seals affixed on the day and year first above written. The contract contained herein for the period September 1, 2005 through August 31, 2009.

Board of Education

Passaic Administrators and

City of Passaic

Supervisors Association

By _____

By _____

Attest _____

Attest _____

PASSAIC ASSOCIATION OF SCHOOL ADMINISTRATORS

SALARY GUIDE

PASA SCHEDULE A – (Effective 2005 thru 2009)

Supervisor of Fine Arts, Assistant Supervisor of Physical Education, Supervisor of Nurses

PASA SALARY GUIDES

PASA SCHEDULE B – (Effective 2005 thru 2009)

Assistant Supervisor of BSI, Assistant Supervisor of Special Services,

Elementary School Assistant Principals.

(Effective 2005 ONLY)

Supervisors of Technology,

Supervisor of Health Services and Substance Abuse Prevention

PASA SALARY GUIDES

PASA SCHEDULE C – (Effective 2005 ONLY)

Principal Learn Center, Elementary School Principals, Assistant Supervisor of Bilingual/ ESL,
Middle School Vice Principals, High School Vice Principals.

(Effective 2006 thru 2009)

Principal Learn Center and Elementary School Principals
with an enrollment **under 900** as of October 15th,
Assistant Supervisor of Bilingual/ ESL,
Middle School Vice Principals, High School Vice Principals.
Supervisors of Technology,
Supervisor of Health Services and Substance Abuse Prevention.

PASA SALARY GUIDES

PASA SCHEDULE D - (Effective 2005 ONLY)

Supervisor of Title 1/ Testing & Research, Supervisor of Math and Science, Supervisor of Reading/ Social Studies and Language Arts, Principal of Memorial School (#11), Supervisor of Special Services, Supervisor of Special Education, Supervisor of Continuing Education/Career Learning, Supervisor of Bilingual/ESL, Director of Curriculum and Staff Development.

(Effective) 2006 thru 2009)

Supervisor of Title 1/ Testing & Research, Supervisor of Math and Science, Supervisor of Reading/ Social Studies and Language Arts, Supervisor of Special Services, Supervisor of Special Education, Supervisor of Continuing Education/Career Learning, Supervisor of Bilingual/ESL, Director of Curriculum and Staff Development,
Principal Learn Center and Elementary School Principals
with an enrollment **OVER 900** as of October 15th,

PASA SALARY GUIDES

PASA SCHEDULE D-12 Months The 12 Month Employee Salary Guide will include 17 and 1/2 days of additional compensation. This guide will include 22 vacation days.

(Effective 2005 ONLY)

Assistant School Business Administrator/Assistant Board Secretary/Purchasing Agent/Transportation Supervisor, Lincoln Middle School Principal.

(Effective 2006 thru 2009)

Lincoln Middle School Principal.

PASA SALARY GUIDES

PASA SCHEDULE - E-12 Months The 12 Month Employee Salary Guide will include 17 and 1/2 days of additional compensation.

This guide will include 22 vacation days. –

(Effective 2005)

Passaic High School Principal, Supervisor of Athletics.

(Effective 2006 thru 2009)

Passaic High School Principal, Supervisor of Athletics, Assistant School Business Administrator/Assistant Board Secretary/Purchasing Agent/Transportation Supervisor.

TABLE OF CONTENTS

ARTICLE NO.	TOPIC	PAGE
I	Preamble	1
II	Recognition	2
III	Grievance Procedure	5
IV	Sick Leave	10
V	Educational Leave	13
VI	Payment for Graduate Credit and Attendance at Professional Conferences	15
VII	Issuance of Contracts	16
VIII	Insurance Protection	17

IX	Longevity	21
X	Working Conditions	23
XI	Administrative Supervisory Salary Schedule	24
XII	Savings Clause	26
XIII	Board's Rights	27
XIV	Transportation Stipend/ Reimbursement	28
XV	Duration	29