

1/25/02

**AGREEMENT
BETWEEN THE
PATERSON BOARD OF EDUCATION
AND
THE PATERSON ADMINISTRATOR'S ASSOCIATION**

July 1, 2002 – June 30, 2005

THE PATERSON PUBLIC SCHOOL DISTRICT

Dr. Edwin Duroy
State District Superintendent

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General Counsel

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Assistant Superintendent for School Operations

Dr. Emma Jean Stepherson
Assistant Superintendent for School Operations

Dr. Anna Demolli
Assistant Superintendent for School Operations

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Mr. Dennis Sevano
Assistant Superintendent for School Operations

Dr. John Sico
Assistant Superintendent/Curriculum & Instruction

Mrs. Jacqueline Jones
Executive Assistant/Public Information Officer

Michael P. Krause
Labor Relations Officer

Mrs. Jeanette Lyde
Coordinator of High Schools

PATERSON BOARD OF EDUCATION

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President

Mr. William McDowell
Vice President

Dr. Joseph Atallo
Board Member

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Mr. Anthony Davis
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Board Member

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Board Member

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Jane Silverstein, Vice President

Robin O'Brien, Second Vice President

Dennis Vrogindewey, Secretary

Eileen McCoy, Treasurer

Marilyn DiMartino, Recording Secretary

**PATERSON ADMINISTRATOR'S ASSOCIATION
NEGOTIATING TEAM**

John Rizzo, Negotiating Team

Jane Silverstein, Vice President

Eileen McCoy, Treasurer

Alain Campbell

Mary Dawson

Mark Quiles

Carol Pierce, NJEA Field Representative

PATERSON PUBLIC SCHOOL DISTRICT

Michael P. Krause, Labor Relations Officer

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AGREEMENT

This Agreement entered into this 1st day of July, 2002 by and between the Paterson School District, hereinafter called the "District", 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 District 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 "District", including:

Assistant Directors
Assistant Supervisors
Coordinators
High School Department Heads
Supervisors
Vice Principals

excluding all others, with new administrative or supervisory positions within the titles listed above, to be added to the unit as they are created.

All members of this unit must be certificated personnel.

ARTICLE II

NEGOTIATIONS 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 terms and conditions of employment. Such negotiations shall begin not later than the rules of the Public Employment Relations Commission may require. Any agreement so negotiated shall be reduced to writing, be signed by the District and the Association and be adopted by the District.

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 counter proposals in the course of negotiations. The preceding shall not, however, be construed to mean that the Negotiating Team shall have the power or authority to make a final and binding commitment on behalf of their respective parties.

C. This Agreement shall not be modified in whole or in part by the parties except by an instrument in writing duly executed by both parties.

ARTICLE III
GRIEVANCE PROCEDURE

A. DEFINITIONS

1. Grievance

A "Grievance" is a claim by an individual member of the unit or the Association based upon the interpretation, application or violation of this Agreement, policies or administrative decisions affecting the terms and conditions of employment of an individual or a group of members of the unit.

2. Aggrieved Person

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

3. Party of Interest

A "Party of 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 members of the unit. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at all levels of this procedure.

C. PROCEDURE

1. Time Limits

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

The parties agree, however, that any claim or grievance must be filed at the most appropriate level within thirty-five (35) calendar days of the occurrence or knowledge of the event.

2. Year End Grievances

In the event a grievance is filed at such 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 practical.

3. Level I – Principal or Immediate Supervisor

A member of the unit with a grievance shall first discuss the grievance with his/her immediate supervisor either directly or through the Association's designated representative with the objective of resolving the matter informally.

4. Level II – State District Superintendent or Designee

- a. If the aggrieved is not satisfied with the disposition of the grievance at Level I, or if no decision has been rendered within five (5) school days after the presentation of the grievance, he/she may file the grievance, in writing, with the Association within five (5) school days after the decision, or ten (10) school days after the grievance was presented at Level I, whichever is sooner.
- b. Within five (5) school days after receiving the written grievance, the Association shall refer it to the State District Superintendent of Schools or his/her designee.
- c. The written application for a Level II hearing shall include the results achieved at the previous level the reasons for the employee's dissatisfaction with the earlier determination and supportive documentation..
- d. The aggrieved person shall have the right to be present and heard at the Level II hearing.
- e. The Level II hearing shall occur within ten (10) school days of receipt of the application for a Level II hearing.
- f. The State District Superintendent or Designee shall notify the aggrieved person and the Association of its determination within ten (10) school days following the hearing.

5. Level III - Arbitration

- a. If the aggrieved person is not satisfied with the disposition of his/her grievance at Level II, or if no decision has been rendered within ten (10) school days after the grievance was scheduled to be heard, he/she may within five (5) school days after the decision, or twenty-five (25) school days after the grievance was delivered to the district 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 the receipt of request.
- b. The Association agrees to participate with the PEA and the District in the designation of a panel of three arbitrators from the Public Employment Relations Commission (PERC) who have been selected to serve the district during the term of the agreement.

c. The arbitration procedure in the PEA contract is hereby adopted and incorporated.

1. The parties agree to designate three (3) arbitrators from the Public Employment Relations Commission (PERC) who shall serve the district for the term of the Agreement.
2. Within ten (10) school days of approval of this Agreement, the District and the Association agree to request a list of twenty (20) qualified arbitrators from PERC. Within five (5) working days of receipt of said list, the parties shall attempt to agree upon mutually acceptable arbitrators and shall obtain a commitment to serve. If the parties are unable to agree upon a list of three acceptable arbitrators, or to obtain a commitment within the specified period, a request for a list of three arbitrators may be made to the New Jersey Public Employment Relations Commission by either party. The parties shall then be bound by the rules and procedures of the New Jersey Public Employment Relations Commission.
3. Upon selection, the arbitrators shall be notified by the PEA and the District.
4. The selected arbitrators shall serve the district on a rotating monthly basis for the term of their appointment.
5. The appropriate arbitrator will meet with the parties on the next-to-last working day of each month.
6. Grievances will be heard by the arbitrator in the month following their presentation at Level II of this procedure, or if no hearing is granted in the immediate case, the month following the grievance's filing at Level II.
7. Grievance hearings shall be held at a mutually acceptable site at 9:30 a.m. of each arbitration date.
8. The arbitrator so selected shall confer with the representatives of the District and the Association and hold hearings promptly and shall issue his/her 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 proofs on the issues are submitted to him. 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 District 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.

9. Cancellations

- a. Either party may cancel the arbitration date for that month if no grievances are scheduled to be heard.
- b. The parties agree that should a scheduled arbitration session be canceled within five (5) school days of the scheduled hearing, the party requesting the cancellation shall be solely responsible for payment of the arbitrator's fee for one day. Arbitrators fees for cancellations outside of this time frame shall be divided between the parties as provided for in other sections of this Article.
- c. The Association shall be entitled to have present for these hearings its President and one other school system designee with no loss of pay or leave days. In addition, the District agrees to permit grievants and those staff members as may be requested by the Association for the purposes of providing testimony to be excused from their assignments during the time that they are required to attend such hearings with no loss of pay or leave days.

10. Payment to Panel Arbitrators shall be made as follows:

- a. One day of hearings, regardless of whether the arbitration date is held and regardless of the number of cases presented on that day.
- b. One day of study for each case heard on the day of the hearings.
- c. The costs for the services of the arbitrator, including per diem expenses, if any, and actual and necessary travel, subsistence expenses and the cost of the hearing room shall be borne equally by the District and the Administrators Association. Any other expenses incurred shall be paid by the party incurring same.
- d. If the arbitrator is hearing cases from more than one bargaining unit, payment shall be prorated to the Administrators Association according to the number of cases which its members are having heard on any given day.

11. Removal of Arbitrator from Panel

A member of the arbitration panel serving the district may be removed effective September 1 on the written request of either party, upon the condition that the party making the request notify the other party and the arbitrator of such desire not later than June 15.

The parties agree that in order to maintain continuity in the Panel process, each party shall be limited to the removal of one panel member each during each school year.

Replacements for arbitrators removed from the panel shall be by mutual consent, either by discussion or by the procedure established for selection as cited in this section.

- d. If the Arbitration Panel as established by the District and the PEA no longer exists, the parties agree to attempt to agree upon a mutually acceptable arbitrator and obtain a commitment from said arbitrator to serve.
1. 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 to the New Jersey Public Employment Relations Commission by either party. The parties shall then be bound by the rules and procedures of the New Jersey Public Employment Relations Commission.
 2. The arbitrator so selected shall confer with the representatives of the District and the Association and hold hearings promptly and shall issue his/her 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 proofs on the issues are submitted to him/her. The arbitrator's decision shall be in writing and shall set forth his/her 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 District 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.
 3. The cost for services of the arbitrator, including per diem expenses if any, and actual and necessary travel, subsistence expenses and the cost of the hearing room shall be borne equally by the District and the Association. Any other expenses incurred shall be paid by the party incurring same.
 4. In case the arbitration selection procedure described here does not serve the needs of either party, it is agreed that the PERC/New Jersey State Board of Mediation selection process may be invoked by either party.

D. RIGHTS OF MEMBERS TO REPRESENTATION

1. MEMBER AND ASSOCIATION REPRESENTATION

Any aggrieved person may be represented at all stages of the grievance procedure by himself/herself, or, at his/her option, by a representative selected or approved by the Association. When a member of the unit 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 administration 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 members of the unit, the Association may submit such grievance in writing to the Board or Designee directly and the processing of such grievance shall be commenced at Level II. 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

Decisions rendered at Level I which are unsatisfactory to the aggrieved person and all decisions rendered at Levels II and III 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.

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 Director of Labor Relations 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 State District Superintendent and the Association and given appropriate distribution so as to facilitate operation of the grievance procedure.

5. MEETINGS AND HEARINGS

No meetings or hearings under this procedure shall 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

MEMBERS RIGHTS

- A. Pursuant to Chapter 123, Public Laws 1974, the District hereby agrees that every member of the Unit 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. Every member of the unit shall also have right to refrain therefrom.
- 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 member of the unit is required to appear before the District 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 meetings or appearance and shall have the right to have representation of the Association and/or an attorney to represent him/her during such meeting or appearance. Any suspension shall be in accordance with New Jersey Statutes. This paragraph shall not apply to conferences which are in connection with annual evaluations.
- D. No member of the unit 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 a member of the unit 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 a member of the unit after the following:
 - 1. The complaint must be in writing and a copy given to the member in question.
 - 2. The member shall have seven (7) calendar days to respond to the complaint.
 - 3. This section shall not apply to a complaint to which an immediate response is appropriate.
- G. No Administrator shall be disciplined, reprimanded, reduced in rank or compensation, or deprived of any professional advantage without just cause.

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 District, 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.

B. RELEASE TIME FOR MEETINGS

Whenever any member of the Association is mutually scheduled by the parties to participate during working hours, in negotiations, 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 District facilities and equipment for meetings, at all reasonable hours. The Association shall have this right when facilities and equipment are not in use before or after regular schedule workdays, and upon notice in advance to the Business Administrator or to the State District Superintendent.

D. USE OF INTER-SCHOOL MAIL

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

E. 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 members of the unit and to no other organization.

F. MEETINGS WITH THE DISTRICT OR THE STATE DISTRICT SUPERINTENDENT OF SCHOOLS

The Association shall have the right to meet with the State District Superintendent or designee to discuss matters of mutual concern regarding the Paterson School District within fifteen (15) days of such request.

G. COMMITTEE REPRESENTATION

Representatives of the Association, designated by the Association, shall be included on formal committees established by the District, to include committees formed to address staff concerns about vandalism and/or personal loss protections. Other committees to review situations and/or emergencies deemed appropriate by the State District Superintendent may be called.

**ARTICLE VI
WORK YEAR**

Members of the unit shall be employed on a twelve (12) month basis, as follows:

- A. Work days above the number of student days will be selected by the State District Superintendent and the employee as follows:
1. Traditional holidays during Thanksgiving, Christmas, Easter shall not be selected by the State District Superintendent;
 2. Five (5) days will be selected by the State District Superintendent or designee; and
 3. Five (5) days will be selected by the employee.
 4. Employee days may be selected during the summer months (July and August) with the approval of the Assistant Superintendent for School Operations or Assistant Superintendent for Curriculum and Instruction to which the member is assigned.
- B. There are also 15 additional work days between July 1 and August 31 each year of this agreement. It is expected that these additional days will generally be served during the first ten (10) work days of July and the last ten work days of August; however, it is also the intent of the District to permit flexibility in the selection of these days and variations may be made with the approval of the Superintendent, Assistant Superintendent for School Operations, immediate Supervisor or school based administrator.
- C. The total workdays, excluding extended year programs, for the school year (July 1 - June 30) commencing:
- a. July 1, 2002 shall be (207) days per year.
 - b. July 1, 2003 shall be (209) days per year.
 - c. July 1, 2004 shall be (210) days per year
 - d. The five (5) additional days shall first be utilized as student contact days. Any additional days may be used during summer workdays.

**ARTICLE VII
WORK DAY AND MEETINGS**

- A. As of July 1, 1999, the workdays shall consist of eight and one half (8 1/2) hours, inclusive of one hour of duty free time. Duty free time shall be determined according to the schedules of the individual schools/work site.
- B. Starting and ending times shall be established in conjunction with the building principal or the member's immediate supervisor, and shall be flexible but shall start between 7:30 and 8:30 a.m. Members shall be permitted to deviate from their scheduled lunch hours, including taking lunchtime at the end of the day, but shall not end earlier than 3:30 p.m. Such deviations shall be made with the agreement of the building principal or immediate supervisor.
- C. If a dispute arises about scheduling the flexible hours, an appeal may be made to the appropriate Sector Assistant Superintendent of School Operations or, in the case of Central Office Personnel, the appropriate Director or Assistant Superintendent. Such disputes however shall not be subject to arbitration.
- D. Whenever there is a district wide early dismissal, all members of this unit shall be included. Building level administrators share in the responsibilities that the building is secure before leaving.

Meetings

- A. 1. Effective July 1, 1999, school based members shall participate in four (4) scheduled meetings per school year with parents and staff.
- 2. Participation by all members will be scheduled as follows:
 - a. Fall Season: Parent-teacher conferences to be scheduled by the Administration on a school day from 5:30 to 8:00 p.m.
 - b. Winter Season: Parent-teacher conferences to be scheduled by the Administration on a school day from 5:00 to 7:00 a.m.
 - c. Winter Season: the in-service days shall be scheduled as follows:
 - 1. 9:00 a.m. – 1:00 p.m. In-service for staff (Staff reports at 9:00 am.)
 - 2. 1:00 p.m. – 2:00 p.m. Lunch with parents (to be paid by District)
 - 3. 2:00 p.m. – 5:00 p.m. Parent-teacher conferences
 - d. Spring Session: Parent-teacher conferences to be scheduled by the Administration on a day from 5:30 p.m. – 8:00 p.m.

Administrative Meetings/District Wide Meetings

1. Effective July 1, 1999, members shall be required to attend a maximum of four (4) meetings per school year.
2. Said meetings will be called by the Superintendent of Schools or his/her designee.
3. Administrative meetings may be scheduled after the end of the member's workday.
4. Dates and times will be determined by the Superintendent of Schools or designee.
5. When possible, the District will make reasonable effort to provide verbal or written notice of scheduled meetings at least three (3) days in advance.

**ARTICLE VIII
SICK LEAVE**

A. ALLOWANCE

Members of the Association shall be entitled, beginning with the first official day of the school year, whether or not they report on that day, to eleven (11) sick leave days per year.

B. ALLOWANCE -OTHER SCHOOL DISTRICTS

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

C. LEAVE ACCOUNTING

Members of the unit shall be given a written accounting of accumulated unused sick leave days each school year.

D. PHYSICIAN'S CERTIFICATE

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

E. PERFECT ATTENDANCE

Members who attain an attendance record of zero absences per contract year shall be paid a \$400.00 perfect attendance incentive at the conclusion of the school year in which the incentive occurred.

Perfect Attendance Incentives shall be awarded to applicable members, upon submission of application prior to the commencement of the succeeding year.

ARTICLE IX

PAID LEAVES OF ABSENCE

A. PERSONAL LEAVE

1. Members of the unit shall be entitled, upon reporting the first day of the school year, to five (5) days of personal leave per year. The unused days shall be accumulated from year to year as sick leave with the exception granted under #4 below.
2. Personal leave may not be taken before or after a holiday without approval by the State District Superintendent in advance of the proposed absence.
3. Notice of absence shall be given as far in advance as is practical.
4. Of the five (5) new personal days each year, members may accumulate up to two (2) days per year to a maximum of ten (10) banked personal days. A member will be entitled to utilize his/her banked days in conjunction with the five (5) new personal days given each year. Use of banked personal days are subject to the approval of the Superintendent or Designee and shall be of an emergent nature.

B. BEREAVEMENT LEAVES

1. Members of the unit are entitled to four (4) work days leave for death of spouse, child or parent(s), brother/sister in law, significant other, siblings, grandparents, grandchildren, or spouse's parents or other family members residing in the immediate household. It is agreed that days taken in accordance with this provision shall be consecutive work days, one of which shall be the day of the funeral.
2. All leaves shall be applied for at the time of occurrence. Documentation may be requested for verification.

C. CHILD CARE LEAVE

It is the purpose of this provision that all disabilities caused by, or attributed to pregnancy, miscarriage, childbirth and recovery therefrom are to be dealt with on the same basis with regard to employment practices and sick leave as all other temporary disabilities.

1. In addition to disability leave as set forth above, the District shall grant child care leave without pay to any employee upon written request, subject to the following stipulations and limitations:
 - a. Employees requesting leave without pay for child-rearing shall submit a written request to the State District Superintendent of Schools sixty (60) calendar days prior to the date he/she desires to commence the leave. Such leave shall extend to the end of the school year for childbirth or adoption.

b. A tenured employee on child-rearing leave without pay shall be granted an extension of one (1) full year, provided this request is received in writing at least ninety (90) days prior to the start of the next school year. A non-tenured employee shall not be granted child-rearing leave beyond the duration of his/her contract.

c. Employees utilizing this provision will be subject to the following conditions:

1. No seniority time will accrue during such leave or any extension thereof;
2. This leave may only be taken simultaneously with the birth and/or adoption of a child (defined as within one month of said birth or adoption);
3. This provision shall be interpreted so as not to restrict any employee from the benefits provided by the Family Leave Act.
4. No medical premiums shall be paid by the district during such leave, but the employee will have the opportunity to continue those benefits at the employee's own cost.
5. Salary increments will be earned only if leave commences after January 1st of each such school year.

D. SABBATICAL LEAVE

1. PURPOSE

A sabbatical leave may be granted to members of the unit by the District for study, travel or for other reasons of value to the school district.

2. CONDITIONS

a. Number of Members – Sabbatical leaves shall be granted to a maximum of two (2) members per year in the employ of the District.

b. Requests for sabbatical leave must be received by the Superintendent as follows:

1. Application for leave during any fall semester, that is, from September through January, or for any full school year, must be made on or before January 1st of the preceding year
2. Application for leave during any second semester, that is February through June, must be made on or before May 1st of the preceding school year.
3. The Superintendent shall approve or deny any application for sabbatical leave within 60 days of the deadline for receipt of said application.

4. It is the intention of this section 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 service in the Paterson School District.
 - d) Pay – Employees on sabbatical leave shall receive full pay for one-half year of leave or one-half pay for a full year of leave in the same manner as though they were on active duty. The District 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 the applicant to attend for a period of not less than ten weeks each semester 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 (10) credits during the semester or if for graduate study, then said applicant must pursue, not less than six (6) 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 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 State District Superintendent.
 - g) Preference – Preference shall be given to the those applicants who never had a sabbatical versus those who have.
 - h) Illness – Interruption of sabbatical leave for study or travel caused by serious illness or accident during such leave shall not prejudice the District as regards to the fulfillment of the conditions regarding study or travel on which the leave was granted nor affect the amount of compensation paid the member under the terms of such sabbatical leave, provided the Superintendent has been promptly notified, in writing, of such accident or illness within ten (10) days of such accident or illness. Such notice shall be accompanied by a physician's note.

3. RETURN FROM SABBATICAL LEAVE

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

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

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

E. TERMINATION OF LEAVE

The Paterson School District offers the leaves stated 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 District and will be regarded as evidence of conduct unbecoming an administrator.

F. MILITARY LEAVE

Members called into temporary active duty of any unit of the US. 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.

G. OTHER LEAVES

1. Time necessary for appearances in any criminal, quasi-criminal, workman's compensation proceeding or other legal proceeding pertaining to Paterson School business or school affairs in which a member is personally involved or is required to attend by law.
2. Other leaves of absence may be granted by the Board for good reason at any time during the school year.

H. 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 member's family. Such leaves shall be requested in writing and are granted at the discretion of the District.
2. Other leaves of absence without pay may be granted by the District for good reason.
3. All extensions or renewals of leaves shall be applied for and granted in writing.

I. RETURN FROM LEAVES

All benefits, to which a member of the unit was entitled at the time the leave of absence commenced, shall be restored to the member upon his/her return to duty. The member shall be assigned to the same position that was held at the time the leave commenced, if available, or if not, to an equivalent position.

Salary increment will be earned only if leave commences after January 1st of each school year.

**ARTICLE X
POSTINGS**

A. POSTINGS

All openings for positions in the district, including promotional positions, accredited evening high school, summer school, home teaching, federal projects, other programs including non-teaching positions for which employees represented by the Association may be qualified and eligible, shall be publicized by the Superintendent or Designee during the school year in accordance with the following procedures:

B. PROCEDURE

1. All qualified employees shall be given ten (10) working days opportunity to make application for said positions, and no position shall be filled until properly submitted applications have been considered.
2. The District agrees to give due weight to the background, experience, attainments and other relevant factors of all applicants.
3. Notification for applications shall be posted and circulated in the schools and in other district buildings by the State District Superintendent's Office and by the various building administrators.
4. The District agrees to forward to the Association copies of all position postings at the time of the postings.
5. Notification shall be made as such vacancies which are to be filled become known or available.
6. In the case of existing positions, said posting shall occur as soon as the vacancy is known.
7. Posting announcements will include the qualifications for specific positions, position title, and the date upon which application for such position is due.
8. Posting for vacancies earlier than stated above is encouraged.
9. Summer school and accredited evening high school openings shall be posted not later than the preceding April 1 and June 1 respectively, and employees shall be notified of action taken not later than May 1 and September 1 respectively.

ARTICLE XI

CONFERENCES - CONVENTIONS

All requests to attend conferences or seminars shall be submitted for approval in writing to the Superintendent.

A. CONFERENCES EXCEEDING ONE DAY

Permission to attend such conferences or seminars, exceeding one day, if granted, shall be without loss of salary and shall include travel, lodging, registration and reimbursement of per diem expenses not to exceed one hundred (\$100.00) dollars per day, in accordance with District procedures.

B. CONFERENCES - ONE DAY

If attendance is approved, the District will pay all reasonable expenses incurred, including transportation costs, necessary meals and registration fees.

C. NJEA/NJPSA Convention

Members of the Association shall be authorized to attend the convention of either the NJEA or NJPSA. Up to five (5) members of the Association shall be entitled to reimbursement of expenses and a maximum of one hundred (\$100.00) dollars per diem in accordance with District procedures.

D. REIMBURSEMENT FOR CONFERENCES OR CONVENTIONS

1. All receipts for reimbursements must be submitted with the appropriate purchase order within thirty (30) days of the approved event.
2. All purchase orders properly submitted shall be paid to the employee within sixty (60) business days of submission of the purchase order.

ARTICLE XII

RE-ASSIGNMENTS AND TRANSFERS

A. Re-Assignments

Any change in school or assignment of members of the unit shall be given to the personnel involved and to the Association. The member and the Association shall be notified in writing of any contemplated transfers prior to August 1st, if known by the District. If a transferred or re-assigned member desires a conference to discuss the contemplated transfer or re-assignment, such conference shall take place with the State District Superintendent of Schools within five (5) days after such written request is submitted to the Superintendent.

B. Re-assignments/Transfers Requested by Members of the Unit

1. Members of the unit desiring a re-assignment or transfer shall file a written statement of such desire with the Superintendent no later than April 1st.
2. Copies of the Advisory Board Minutes shall be forwarded to the President of the Association as soon as possible. Said minutes shall contain listings of re-assignments and/or transfers.

ARTICLE XIII

PERFORMANCE EVALUATION

A. MONITORING/OBSERVATION

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

B. PERSONNEL RECORDS

1. Nothing shall be filed without the knowledge and signature or opportunity for signature of the employee.
2. Employees have the right to include rebuttals to written documents in personnel files, with notification to the District Administration.
3. A member of the unit shall have the right, upon request, to review the contents of his/her personnel file, to receive copies of all documents contained therein, and to have a representative of the Association accompany him/her during such review.

C. REMOVAL OF RECORDS FROM PERSONNEL FILE

At the request of any unit member, a document other than an evaluation may be removed from the personnel file (located in the office of the Director of Personnel) under the following conditions:

1. The document is five (5) years old or older.
2. Said document did not result in any discipline, other than the issuance of the document itself.
3. No disciplinary action is pending in which the document may be evidential.
4. The Director of Personnel agrees that the item(s) so qualify.
5. The District shall keep a record of the document(s) so removed for identification and preservation purposes only. Such information shall be kept in a separate location in the Office of Personnel.

ARTICLE XIV

PROFESSIONAL DEVELOPMENT

A. TUITION REIMBURSEMENT

1. A member of the unit under contract to the Paterson School District who earns additional semester credits in courses related to education which are approved by the Superintendent of Schools will be reimbursed for tuition up to the approved Rutgers University rate for no more than three courses per contract year which may be prorated based upon the percentage of time that the member spends in the Paterson School System in any on fiscal year as established in the guidelines below. The last day of the semester shall determine in which fiscal year the tuition would qualify for reimbursement.
2. In order to be eligible for tuition reimbursement for such approved courses, the course must be in the field of education of the member's certification or a course to obtain additional certification, unless it is part of an educational degree program, or unless this provision is waived by the Superintendent. Additionally, the course must be taken at an accredited college or university.
3. The intent of this provision is to reimburse tuition costs for graduate courses in the areas cited above, except that undergraduate courses taken within the area of a member's certification to obtain additional certification or in the area of an educational degree program may be taken, and the graduate course requirement shall be waived, by authorization and approval of the Superintendent of Schools.
4. A "B" grade must be obtained in each course in order for the course to be reimbursable.
5. In the case of a degree program, the individual college's requirements for passing shall govern and if the teacher receives credit from the college, the costs of tuition, subject to the above limitation shall be reimbursable.
6. For courses taken, a separate reimbursement check shall be issued within sixty (60) days of receipt of transcript and summer courses will be reimbursed in September, provided the member returns to the district.
7. Procedural guidelines for the submission of reimbursement claims shall be established by the Superintendent of Schools in conjunction with the Association.
8. The parties agree that the amount of money expended by the District for tuition reimbursement shall be deducted from the total District allotment. Further, the parties agree that should the Rutgers University tuition rate be increased or decreased, the amount of money to be expended by the District shall be increased or decreased by that same percentage.
9. Further, the parties agree that members of the Paterson Administrators Association shall be entitled to 10% of the District total.

B. MANDATED STATE TESTING REIMBURSEMENT

1. The District will pay the expenses of any State mandated courses or testing of unit members who are required to participate in same, in order to validate the license required to perform the employment position.
2. Whenever possible and practicable, the District will pay within sixty (60) days, the expenses of any state mandated courses or testing of unit members, who are required to participate in same, in order to validate the license required to perform the employment position. The sixty (60) days will commence from the date all documentation is submitted and is accurate and complete.

ARTICLE XV

MISCELLANEOUS PROVISIONS

A. ASSAULT

The Board shall give full support, including legal assistance, for any assault upon a member of the unit while acting in the discharge of his/her duties, provided the member has not violated any state or federal law. However, the Board will not pay any legal expenses prohibited by New Jersey Statute.

B. JOB DESCRIPTIONS

Each member of the unit shall have a job description.

C. An appointed member of this unit shall participate in all discussion on the development of District policies on Violence and Vandalism.

ARTICLE XVI

SITE BASED MANAGEMENT/SHARED DECISION MAKING (SBM/SDM)

A. Vision Statement

1. Schools should be collaborative, democratic institutions that provide a supportive environment, in which the entire community can work, learn and grow.
2. The purpose of Site-Based Management/Shared Decision-Making (SBM/SDM) is to create a climate in which staff, parents, students and the school community work together to share responsibility for our schools.

B. General Statement of Philosophy

1. People who work in schools possess the values, sense, skills to make schools work, and share the belief that collaboration expands capacity. Decisions are best made by the people who implement and are affected by them.
2. Participation should be voluntary, inclusive and based upon a free flow of information and open communication. Schools are encouraged to make breakthroughs, nurture innovation, develop ownership and see mistakes as opportunities to learn.
3. The parties agree that achieving the overall objective of improved student achievement can best be accomplished in an environment that allows decisions about education programs and the resources needed to implement them to be made whenever possible by the individual staff members and the administrators who will directly carry them out. Therefore, the parties agree to commit to fostering programs that encourage shared decision making at the school sites. This is based on the parties' agreement that they share strong interests in:
 - a. Ensuring that every school in the District is operated so as to maximize its effectiveness and efficiency resulting in a high quality of student achievement and maximum value realized from the use of District resources.
 - b. Ensuring that the decision-making process at each school and throughout the District considers the interest and perspectives of all parties, as a means of improving both the quality of decisions and the probability of their successful implementation.
 - c. Ensuring that the transition to Site Based Management/Shared Decision-Making is preceded by Effective Communication and coordination of plans and expectations among all parties involved.

- d. SBM/SDM programs are the result of joint planning and problem solving processes that seek to improve the quality of working life and education through collaborative efforts of administrators at the work site sharing authority to make decisions.
- e. Incentives and guarantees to enhance staff productivity should be in place that encourage site based staff and administrators to experiment and take risks (work differently) to meet their goals.

C. Process

1. A steering committee shall be established with representatives of the District employee groups to:
 - a. Develop a model for SBM/SDM within the framework of employee contracts;
 - b. Review request for waivers where such will increase the probability that implementation will succeed;
 - c. Review and support model projects developed by participating school(s);
 - d. Identify areas in which there can be shared decision making; and
 - e. Develop a process for resolving conflicts arising from school council site deliberations.
2. Respect and inclusion shall be paramount in each collaborative effort.

ARTICLE XVII

RETIREMENT ALLOWANCE

Unit members who retire under the Teachers' Pension and Annuity Fund (TPAF) shall receive a lump sum salary payment according to the following formula and procedure:

1. One day of salary for every two days of accumulated sick leave to a maximum of ninety (90) days' pay. (based on 180 accumulated)
2. Computation of a day's pay is to be made by dividing the employee's annual salary at the time of retirement by 220.
3. No payment shall be made under this section unless the retiring employee has at least forty (40) days of unused sick leave at the date of retirement.
4. Payment shall be made within thirty (30) days following the employee's effective date of retirement or on the first pay day in January of the calendar year following the retirement of the employee, at the discretion of the employee. The employee shall designate the date of payment to the District within thirty (30) calendar days prior to the effective date of retirement.
5. In the event of death, the employee's estate shall receive said payment.

ARTICLE XVIII

TRAVEL AND PARKING

A. TRAVEL

1. Unit members will be reimbursed for travel expenses incurred in the regular performance of their duties, in accordance with District reimbursement procedures.
2. Unit members whose job descriptions require the use of personal vehicles shall be reimbursed \$45.00 per month.

B. PARKING

Unit members who do not have parking available at their work site will receive hourly and/or monthly parking coupons (Paterson Parking Authority Lots) as deemed appropriate by the job title.

ARTICLE XIX
INSURANCE BENEFITS

A. HOSPITAL - MEDICAL COVERAGE

1. Provisions of Coverage

Provisions of the health-care insurance program shall be detailed in master policies and contracts agreed upon by the District and the Association and shall include coverage as determined by the New Jersey State Health Benefits Plan:

- A. Hospital room and board and miscellaneous costs.
- B. Out patient benefits.
- C. Laboratory fees, diagnostic expenses, and therapy treatments.
- D. Maternity costs.
- E. Surgical costs.
- F. Major-medical coverage
- G. Emergency room costs as provided by New Jersey State Health Benefits Program (Employees should use the emergency room for emergency purposes).
- H. Members of the bargaining unit shall contribute \$1,000., per annum toward the cost of hospital/medical insurance for family or spouse who are not district employees provided all other bargaining units adopt this language prior to implementation.

B. DENTAL COVERAGE

1. The district shall provide full family coverage as follows. The following coverage is based upon the usual customary and reasonable fee concept.

2. Co-payment:

- Preventive and diagnostic - 80/100
- Remaining basic services - 60/100
- Crown, inlays and gold restorations - 50/50
- Prosthodontic benefits - 50/50

3. Deductible:

- \$25.00 per patient per contract year
- \$75.00 family maximum aggregate

Effective July 1, 1992 the District will institute the Delta Dental Incentive/Premier Unique Plan and permit enrollment in Delta Incentive/Preferred Unique and Delta Care (Plan E) programs as alternatives.

4. Maximum -

Per patient allowance is as follows:

- 1,500 for 1999-2000
- July 1, 2002 and thereafter \$2,000

5. Orthodontics (applicable to eligible dependent children only)

- Co-payment 50/50
- benefits subject to a \$1,000 per case maximum separate from the maximum in Section 4, above.

6. Exclusions

Dependent children are not covered for prosthodontic benefits or for crowns, inlays and gold restorations.

7. The comprehensive plan currently in effect shall continue for the duration of this agreement.

C. PRESCRIPTION COVERAGE

Effective July 1, 2002, the District shall pay full premiums for a family Drug Prescription Plan with a \$5.00 generic, \$7.00 name brand co-pay.

1. In addition, the maintenance drug program in effect will continue, except as negotiated in this contract.

2. The parties recognize that under the provision of this Section duplication of coverage for married employees in the District exists. As a result of the dependant coverage provided herein such duplication of coverage is unnecessary. Therefore, as long as dependent coverage for prescriptions continues, the Association will agree to eliminate the duplication of prescription coverage for married employees in the District. It is understood, however, that this will in no way eliminate coverage for either spouse.
3. It is further agreed that in the case of married employees, the District will provide at no extra charge to the parties, prescription cards for each spouse. The parties agree that guidelines for the provision of prescription cards under this Section of the Agreement shall be mutually developed by the parties.
4. In the event of the death of the spouse who is considered as the primary insured employee, or other circumstances which would cause a termination of coverage, the District shall provide for uninterrupted coverage for the other employee and dependents.

D. OPTICAL COVERAGE

Effective September 1, 1996, the District agrees to provide, at no cost to the employee, optical coverage for employees only as detailed in Vision Service Plan B - \$20 deductible coverage.

E. ADDITIONAL LANGUAGE

The District may change plans only if all of the following procedures are followed.

1. The District reserves the right to change all insurance plan carriers as long as the benefits are equal to or better than the previous carrier.
2. 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.
3. The District 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.
4. Any disputes over the award of benefits which arise between an employee and the New Jersey State Health Plan, the District agrees to support the employees with appropriate documentation and information to assist with the claim and/or appeal process.

The following is applicable only if the District leaves the New Jersey State Health Benefits Plan:

- a. Any disputes over benefit levels or procedures which are not resolved by the parties through negotiations shall be submitted to binding arbitration.
- b. An arbitrator selected by the parties shall be experienced in the handling of health insurance issues.
- c. The decision of the arbitrator shall be issued not later than fifteen (15) days from the date of the closing of the hearing.

ARTICLE XX

REPRESENTATION FEE

- A. If a bargaining unit member does not become a member of the Association, effective July 1, of each new year, or during the course of the year, if he/she is a new employee, said unit member shall be required to pay a representation fee to the Association for that membership year. The purpose of the fee is to offset the cost of services rendered by the Association.
- B. Prior to July 1, of each year the Association shall notify the District in writing of the amount of the regular unified membership dues charged by the Association. The representation fee paid by non-members shall be equal to the amount established by the annual arbitration award.
- C. Prior to July 1, the Treasurer of the Association shall submit to the District Business Administrator a list of employees who have not become members. The District will commence deducting the representation fee in the January paycheck and transmit to the Association.
- D. If an employee terminates his/her employment or is terminated by the District; it is agreed the total remaining portion of the representation fee shall be deducted from the employee's final paycheck
- E. As near as possible, the process of collecting and distributing the representation fee shall follow the normal dues deduction process.
- F. On the last working day of each month the Board will submit to the Association treasurer a list of all employees who began their employment in the unit during the previous thirty (30) days. The list will include names, date of employment and other information permitted by law.

ARTICLE XXI

SALARIES

A. SALARY GUIDE

The salary guide of the Paterson School District for the 2002-03, 2003-04 and 2004-05 school years for the employees represented by the Paterson Administrators Association is attached and is made a part of this Contract Agreement.

B. NON SCHEDULED SALARIES

1. A member of the unit employed as a Director or Supervisor in any program implemented on Saturday, Sunday or holidays or who is employed to present programs or workshops outside the job description shall be compensated at the rate of \$39.00 per hour, so long as such activity takes place outside of the regular work hours.
2. Both parties may mutually agree to stipends or compensatory time in lieu of hourly compensation.
3. a. Effective July 1, 1998 newly appointed vice principals shall be reimbursed a maximum of \$1,000 for assessment fees paid to State approved agencies for required participation in any State mandated assessment program.
b. Unit participants must satisfy all program requirements prior to reimbursement.
c. Reimbursement shall be available on a one-time, per participant basis only.

C. SALARY ADJUSTMENT PROCEDURE WHEN PROMOTED AFTER JULY 1

1. When a ten (10) month employee is promoted to a twelve (12) month position starting after July 1, the employee's salary is to be adjusted in the following manner.
2. The employee's salary as an administrator shall be calculated using the A or B salary guide.
3. The monthly promotional differential shall be calculated by subtracting the employee's base salary before promotion from the base salary on the appropriate administrative guide. This amount shall be divided by 12.
4. The monthly promotional differential shall be subtracted from the employee's administrator's salary for each month the employee did not serve in the promotional position after the beginning of the year that started on the preceding July 1.

ARTICLE XXII

ACTING POSITIONS

- a. It is understood that administrative vacancies may occur and members of the Association may be assigned to fill said vacancy.
- b. The Association member will be designated as "Acting" no longer than twelve (12) months.
- c. The Acting position will expire June 30th annually, continuance is subject to reappointment.
- d. Individuals appointed to Acting positions will be represented by the Association for which the job title is represented.
- e. Acting positions will be compensated on appropriate salary guides
- f. Persons in Acting positions shall be entitled to increments based upon their experience in the Acting position.

ARTICLE XXIII

DISTRICT RIGHTS

The management of the school district and the direction of the professional staff including the right to plan, organize and control school operations, the right to hire, promote, suspend, or discharge administrators for cause, or to reduce staff for legitimate reasons, or the right to introduce new and improved methods or facilities, or to change existing education methods or facilities, and to manage the schools in the traditional manner is vested inclusively in the Paterson School District except to the extent that these rights are limited by this Agreement, applicable case law, and the laws of the State of New Jersey.

ARTICLE XXIV

DURATION OF AGREEMENT

The Paterson Administrators Association (hereinafter the "Association") and the Paterson School District (hereinafter the "District") and collectively, the "Parties" do hereby enter into the following Agreement.

This Agreement shall be effective as of July 1, 2002, except as otherwise provided, and shall remain in full force and effect until June 30, 2005.

The parties do hereby evidence their mutual consent and agreement to the extension of the form of contract in effect for the period July 1, 2002 through June 30, 2005, subject only to the modifications contained in this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by their respective duly authorized representatives this 20th day of Nov, 2002

PATERSON ADMINISTRATORS ASSOCIATION

BY: John Rizzo
DATE: 11/20/02

PATERSON PUBLIC SCHOOLS

BY: J. Quoy
DATE: 11/24/02

BY: Michael P. Kause
DATE: 11/24/02

ARTICLE XXV

SERVICE OF PROCESS

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

Superintendent of Schools
Paterson Public School District
33-35 Church Street
Paterson, New Jersey 07505

and/or

Paterson Administrators Association
c/o NJEA Uniserv Regional Office
Preakness Valley Office Park
504 Valley Road – Suite 150
Wayne, New Jersey 07470-3534

ARTICLE XXVI

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 20th day of November 2002.

PATERSON ADMINISTRATORS ASSOCIATION

Signed: John Pizzo

PATERSON SCHOOL DISTRICT

Signed: J. Duroy

Signed: Michael P. K...

SALARY GUIDE DESCRIPTIONS

SCHEDULE A

Elementary School Vice Principals
Assistant Supervisors
High School Department Heads
Coordinators

SCHEDULE B

High School Vice Principals
Subject Supervisors
Assistant Directors

Schedule A

Elementary Vice Principals, High School Department Heads, Coordinators, Assistant Supervisors

Step	02/03		03/04		04/05	
	MA	MA+30	MA	MA+30	MA	MA+30
1	68,838	69,697	69,566	70,425	70,522	71,381
2	70,406	71,268	72,527	73,389	74,438	75,300
3	72,059	72,924	74,180	75,045	76,091	76,956
4	73,788	74,654	75,909	76,775	77,820	78,686
5	75,517	76,382	77,638	78,503	79,549	80,414
6	77,246	78,111	79,367	80,232	81,278	82,143
7	78,974	79,841	81,095	81,962	83,006	83,873
8	81,413	82,286	83,534	84,407	85,320	86,318
9	84,208	85,081	85,761	86,634	87,232	88,105
10	88,543	89,360	89,176	90,003	90,447	91,274
11	91,542	92,359	94,541	95,358	97,540	98,357

Schedule B

Assistant Directors, High School Vice Principals, Subject Supervisors

Step	02/03		03/04		04/05	
	MA	MA+30	MA	MA+30	MA	MA+30
1	70,411	71,283	71,066	71,938	72,038	72,910
2	72,138	73,008	73,926	74,796	75,867	76,747
3	73,959	74,828	75,747	76,616	77,688	78,567
4	75,863	76,729	77,651	78,517	79,592	80,468
5	77,764	78,631	79,552	80,419	81,493	82,370
6	79,665	80,205	81,453	81,983	83,394	83,934
7	81,566	82,434	83,354	84,222	85,295	86,173
8	84,205	85,080	85,993	86,868	87,934	88,678
9	87,489	88,382	89,042	89,935	90,336	91,229
10	92,143	93,451	92,796	94,104	93,890	95,198
11	95,142	96,450	98,141	99,449	101,140	102,448

Longevities

District		total of:	Administrative		total of:
9 Years	1,200	1,200	8 Years	900	900
10 Years	1,000	2,200	9 Years	900	1,800
15 Years	600	2,800	10 Years	900	2,700
16 Years	400	3,200	11 Years	900	3,600
20 Years	800	4,000			
25 Years	900	4,900			

Plus additional \$2,000 for earned Ph.D. or ED.D.
 Plus additional \$1,000 for Assistant Directors



Michael P. Krause
Labor Relations Officer

Paterson Public Schools
OFFICE of LABOR RELATIONS
DIVISION of LEGAL SERVICES
33-35 Church Street
Paterson, New Jersey 07505
Office: (973) 321-0837
Fax: (973) 321-0482



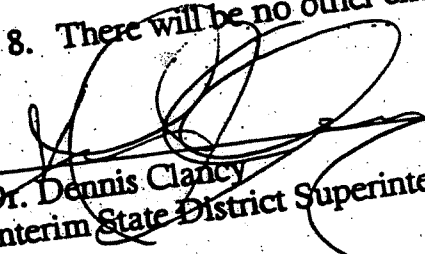
Lisa Weaver
Confidential Secretary

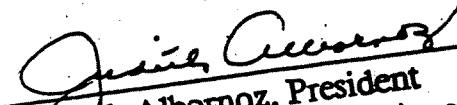
CONFIDENTIAL

**Memorandum of Agreement
between the
Paterson Public School District
and the
Paterson Certified Director's Association**

1. The negotiated contract will cover three (3) years and run from July 1, 2005 through June 30, 2008.
2. Members of the bargaining unit shall contribute \$1,000 per annum toward the cost of hospital/medical insurance provided all other bargaining units adopt language providing for a similar contribution to this health benefit.
3. The contract provision providing \$2,000 for possessing a valid Doctoral degree from a University approved by the State of New Jersey, Department of Education, shall increase to \$3,500 effective July 1, 2006.
4. All new members to the P.C.D.A., who are appointed by Action after ~~February~~ *March 1*, 2005 shall be contracted until June 30, 2006 and shall not participate in the benefits or contributions enumerated in the Memorandum of Agreement until expiration of their original contract on June 30, 2006. Effective July 1, 2006, and thereafter, these members will participate in the provisions of this Memorandum of Agreement, provided from July 1, 2006 through June 30, 2008.
5. Salary increases shall be as follows:
 - 1) July 1, 2005 through June 30, 2006 - 4.5%
 - 2) July 1, 2006 through June 30, 2007 - 2.5%
 - 3) July 1, 2007 through June 30, 2008 - 3.0%
6. A Salary list will be attached to this Memorandum as soon as the agreement is approved by all parties.
7. The longevity provision, \$2,000, is eliminated from the contract effective July 1, 2006.

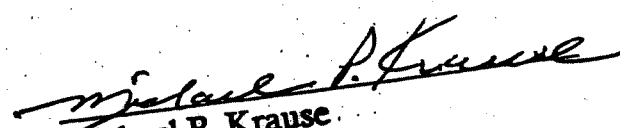
8. There will be no other changes in contract provisions.



Dr. Dennis Clancy
Interim State District Superintendent


Dr. Judith Albornoz, President
Paterson Certified Directors Association

Date: 2/24/05

Date: 2.14.2005


Michael P. Krause
Labor Relations Officer


Dr. Evan Dopf, Consultant
Principals and Supervisor Association

Date: 2/14/05

*This Memorandum is invalid until approved by the Interim State District Superintendent and the President, P.C.D.A.

**Final approval rests with the New Jersey Commissioner of Education.

Paterson Certified Directors Association

35 Church Street, Paterson, NJ 07505

TO: Dr. Marian Osborne
Dr. Jack Perna

FROM: Judith Alborno, Ed.D., President
Paterson Certified Directors Association

DATE: June 3, 2005

SUBJECT: *Memorandum of Agreement*

Pursuant to our discussion last week, I have attached a copy of the *Memorandum of Agreement*, which was signed on behalf of PCDA on February 14, 2005. The Superintendent signed it on February 24, 2005.

To clarify some misinformation that was disseminated at the meeting:

1. The Association agreed not to move the Memorandum forward without full consensus. I have attached my memo of February 14, 2005, signed by all three members. All members of PCDA accepted the agreement.
2. PCDA represented its full membership in negotiating the contract.
3. The district advised PCDA that each new Director would negotiate an individual contract which would cover them until July 1, 2006.
4. Finally, it is clear from the guide that, while they do not accrue, longevities have been maintained for the duration of the contract for those who had been receiving them.
5. If you have any concerns about the individual contracts that you negotiated with the district, I would suggest that you take them up with Labor Relations.

Attachment

c Dr. Evan Dopf
Michael Krause

PCDA060305b

Revised list

Paterson Public Schools
PERSONNEL TRANSACTION REQUEST & PERSONNEL ACTION FORM

(Please Type)

Date: 3/7/2005

1. INITIATOR: DR.DENNIS CLANCY Position: Interim State Dist.Superintendent Signature: _____

2. EXPLANATION: *Provide a brief written explanation of personnel transaction/request:*

TO APPOINT THE ATTACHED LIST OF STAFF MEMBERS AS DIRECTORS, EFFECTIVE MARCH 1, 2005 (see attachment)

Account #: _____ \$ _____

3. PURPOSE(S) Fill Vancancy Change Date(#6) Create/Delete Position (Approval Required)
 Transfer(s) Promote Request/Return Leave
 Resignation Retirement Suspension Dismissal Death(Circle)
 Other Describe: _____

4. VACANCIES: In PC#: _____ Position: _____ Location: _____

Vacated by: _____ Empl. #: _____ Reason: _____

Eff. Date: _____ Comments: _____

5. APPOINTMENT(S): In PC#: _____ Position: _____ Location: _____

Name of Appointee: _____ New Hire: YES NO

If NO, provide: PC# _____ Position from: _____ Location: _____ Empl. #: _____

Eff. Date: MARCH 1, 2005 Comments: _____

Salary Guide: _____ Salary: _____ Level: _____ Step: _____

6. DATA: Funding, Split Time, Change in Time, Etc.:

Name: _____ Empl. #: _____ PC#: _____ Location: _____

Nature and Details of Changes: _____

Eff. Date: _____

7. STAFF TRANSFERS (i.e., even exchanges among existing postions):

	Name	Empl. #	From		To			EFF. DATE
			Location	PC#	Position/Funding	Location:	PC#	
A.	_____	_____						
B.	_____	_____						
C.	_____	_____						
D.	_____	_____						

Handwritten notes: 3/4/05

APPROVALS REQUIRED

1. Principal/Admin. _____	Signature _____	Date _____	3. Bus. Admin. _____	Signature _____	Date <u>03/07/05</u>
2. Asst. Supt. _____	Signature _____	Date _____	4. Personnel Dir. _____	Signature _____	Date <u>3-4-05</u>
			5. Superintendent _____	Signature _____	Date <u>3/8/05</u>

Original-To Board Office Green-Superintendent Yellow-Personnel Pink-Payroll Gold Initiator

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Mr. Pete J. Frankoski
John F. Kennedy High School

1675



Paterson Public Schools
Human Resources Department - 3rd Floor
33 Church Street
Paterson, New Jersey 07505



Maria Gonzalez
Supervisor of Staff Attendance

Office: (973) 321-0748
Fax: (973) 321-0478

Memo#105-05

Date: May 24, 2005

To: Anthony Campisi
Joann Cardillo
Nestor R. Collazo
Alexandra Gina
Raymond A. Gonzalez
Arthur Harris
Petra Liz-Morell
Michael Mastroserio
Eileen McCoy
Madeline Roman
Reina Viruet
Dennis Vroegindewey
Rosetta Wilson

From: Ms. Maria Gonzalez, Supervisor of Staff Attendance *MG*

Re: Guidelines

Non-Guide Directors are those staff members who were recently promoted to Directors.
As of 7/1/05 **Non-Guide Directors** will do the following:

- Members shall be employed on a twelve (12) month basis.
- 12 month employees in Paterson Administrator's Association should have worked 210 days from July 1, 2004 thru June 30, 2005.
- 10 month employees in Paterson Education Association should have worked 185 days from September 1, 2004 thru June 30, 2005

As of 7/1/05 directors will do the following:

- A. Members shall be employed on a twelve (12) month basis as follows:
- B. The District seeks to maintain the current 12 month work year. Holidays shall be as established by the current administrative calendar established by the State District Superintendent.

Members who were 10 month employees for the 2004-2005 school year will receive 18 days vacation effective July 1, 2005 and accrue 1.83 days per month beginning July 1, 2005. Members who were 12 month employees for the 2004-2005 school year will receive 22 days vacation effective July 1, 2005 and accrue 1.83 days per month beginning July 1, 2005. Vacation days shall accrue, on a pro-rated basis, at the rate of 1.83 days per month. With the approval of the State District Superintendent or his/her designee, a maximum of 10 unused vacation days of administrator's annual allotment of vacation days may be carried over the following year, No administrator shall however, be permitted to accrue more than 44 vacation days at any one time.

- C. Accumulated vacation days may be taken during the work year as scheduled by the member and approved by the State District Superintendent, on an annual basis as long as the schedule provides for daily coverage during vacation period.
- D. All vacation requests must be submitted for approval in writing to the State District Superintendent at least fifteen (15) days in advance.
- E. A member who resigns/retires may be compensated for all accumulated vacation days to a maximum of 44 days.

Vacation Buy-Back

Upon approval of the State District Superintendent of the Schools, staff may request payment for accrued vacation days subject to the following formula:

- One day of salary for every one day of unused vacation days accrued during employment in the Paterson Public School District up to a maximum of (10) days.
- Requests for vacation buy-back shall be submitted to the Superintendent of Schools and processed by the School Business Administrator and Director of Personnel.
- Only one request may be granted per school year (July 1 – June 30).

MG/tr

C: Dr. Dennis Clancy, Interim State District Superintendent
Mr. Michael Krause, Labor Relations Officer
Legal Counsel