

***CONTRACT AGREEMENT***

***BETWEEN THE***

***PATERSON PUBLIC SCHOOLS***

***AND***

***THE PATERSON CERTIFIED DIRECTORS ASSOCIATION***

***JULY 1, 2005 – JUNE 30, 2008***

**MEMBERS OF THE BOARD OF EDUCATION**

Dr. Jonathan Hodges, President

Dr. Joseph Atallo

Mr. Chauncey Brown, III

Mr. Alonzo Moody

Mr. Juan Santiago

Mr. Andre Sayeh

Ms. Willa Mae Taylor

Mr. Daniel Vergara

## **PATERSON PUBLIC SCHOOLS**

Dr. Dennis P. Clancy  
Interim State District Superintendent

Mr. Michael Azzara  
Assistant Superintendent of Business Services

Mr. Michael P. Krause  
Labor Relations Officer

Dr. Anna DeMolli  
Assistant Superintendent for  
Early Childhood Education

Marianne Crincoli, Esq.  
General Counsel

Dr. Joseph Fulmore  
Assistant Superintendent of Community Services

Roosevelt Porter, Esq.  
General Counsel

Ms. Brenda Patterson  
Assistant Superintendent for Special Programs

Mr. William Moffitt  
Business Administrator

Dr. John Sico  
Assistant Superintendent for Educational  
Accountability and Compliance

Ms. Eileen Shafer  
Director of Human Resources/Personnel

Dr. E. Jean Stepherson  
Assistant Superintendent Personnel Services

Dr. Donald Merachnik.  
Assistant Superintendent for Pupil  
Personnel Services

Mrs. Jeanette Lyde  
Coordinator of High School Programs

Mrs. Jacqueline Jones  
Executive Assistant to the  
State District Superintendent/PIO

**AGREEMENT**

This Agreement entered into this last day of February, 2005 by and between the Paterson School District of the City of Paterson, New Jersey, hereinafter called "District", and the Paterson Certified Directors 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.

Certified Directors

excluding all others, with new Certified Director positions to be added to the unit as they are created.

All new members of the P.C.D.A., who are appointed by Action after March 1, 2005 and between June 30, 2006, 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.

All members of this unit must be certified personnel.

## ARTICLE 2

### 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 proceeding 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 3  
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 – Assistant Superintendent 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 thirty (30) work 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 thirty (30) work 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 thirty (30) work days after the grievance was scheduled to be heard, he/she may within five (5) work days after the decision, or thirty (30) work 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 ten (10) work 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.

1. The selected arbitrators shall serve the district on a rotating monthly basis for the term of their appointment.
2. The appropriate arbitrator will meet with the parties on the next-to-last working day of each month.
3. 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.
4. Either party may cancel the arbitration date for that month if no grievances are scheduled to be heard.

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 the arbitrator's fee for one day. Arbitrators' fees outside of this time frame shall be divided between the parties as provided for in other sections of this Article.

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 purpose of providing testimony to be excused from their assignments during the time that they are required to notify the District to needed witnesses. The District will notify the employee and their supervisors.

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

One day of hearings, regardless of whether the arbitration date is held and regardless of the number of cases presented on that day.

One day of study for each case heard on the day of the hearings.

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.

If the arbitrator is hearing cases from more than one bargaining unit, payment shall be prorated to the Directors Association according to the number of cases which its members are having heard on any given day.

## **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 4

### 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 5**

### **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. 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.

#### **C. MEETINGS WITH THE DISTRICT OF THE STATE DISTRICT SUPERINTENDENT OF SCHOOLS**

The Association shall have the right to meet with the Board or the Superintendent to discuss matters of mutual concern regarding the Paterson School District within thirty (30) days of such request.

#### **D. 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.

#### **E. COMMITTEE REPRESENTATION**

Representatives of the Association, designated by the Association, shall be included on formal committees established by the District, as well as committees formed to address emergencies.

## **ARTICLE 6**

### **WORK YEAR**

- A. Members of the Unit shall be employed on a twelve (12) month basis as follows:

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.

- B. Members of the Association shall earn up to 22 paid vacation days on an annual basis (July 1 – June 30). Vacation days shall accrue, on a pro-rated basis, at the rate of 1.83 days per month. Generally, no vacation days may be taken until the employee has completed three (3) months of continuous employment and approved by the State District Superintendent. 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 to 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 Association member and approved by the State District Superintendent, 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 of the unit who resigns/retires may be compensated for all accumulated days to a maximum of 44 days.

#### **Vacation Buy-Back**

Upon approval of the State District Superintendent of 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).

## **ARTICLE 7**

### **WORK DAY AND MEETINGS**

#### **Work Day**

- A. Established minimum work hours shall be 8:30 a.m. to 4:30 p.m., inclusive of a one hour lunch.
- B. Members shall be permitted to deviate from their scheduled lunch hours, including taking lunch time at the end of the day with the approval of the appropriate supervisor.

#### **Required Administrative Meetings**

- a. Each school year, members shall be continue to attend administrators' meetings beyond the regular work day as required by the State District Superintendent, including Board Meetings.
- b. Said meetings will be called by the Superintendent of Schools or his/her designee.
- c. Administrative meetings may be scheduled after the end of the members' work day.
- d. Dates and times will be determined by the Superintendent of School or designee.

**ARTICLE 8**  
**SICK LEAVE**

**A. Allowance**

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

**B. Allowance-Other School Districts**

Whenever the District 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 may be required by the Board of personal illness after three (3) consecutive days.

## ARTICLE 9

### PAID LEAVES OF ABSENCE

#### A. Personal Leave

1. Members of the unit shall be entitled, upon reporting on 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.
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.

#### B. Bereavement Leave

1. Members of the unit are entitled to four (4) calendar days leave for death of spouse, child or parent(s), significant other, domestic partner, siblings, grandparents, grandchildren or spouse's parents. It is agreed that days taken in accordance with this provision shall be consecutive calendar 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 there from 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 FLA and FMLA.
  - 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 1<sup>st</sup> of each such school year.

**D. Sabbatical Leave**

- 1. Purpose

A sabbatical leave shall 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 one (1) member 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 sixty (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 *continuous* service in Paterson School District.

d. Pay - Employees on sabbatical leave shall receive full pay for one-half year of leave one 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 Superintendent and the Board.

g. Preference - Preference shall be given to 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, or 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 U.S. Reserves or the State National Guard shall be paid his/her regular pay less any pay, which is received from the State or Federal Government.

**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 by law to attend will be granted with full pay in any matter in which the member has an adverse position to the District.
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 Leave**

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 1<sup>st</sup> of each school year.

## **ARTICLE 10**

### **CONFERENCES - CONVENTIONS**

All requests to attend conferences or seminars shall be submitted for approval in writing to the State District 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 and 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. NJSPA Convention**

Members of the Association shall be authorized to attend the convention of the NJSPA. Up to five members shall be entitled to reimbursement of expenses and a maximum of one hundred (**\$100.00**) dollars per diem in accordance with District procedure.

#### **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 11

### 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 1<sup>st</sup>, if known by the District. If 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 *thirty* (30) 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 12**

### **PERFORMANCE EVALUATION**

#### **A. Monitoring or Observation**

1. All monitoring or observations of work performance shall be conducted openly and with full knowledge by the individual.
2. Evaluation will take into consideration the attainment of the District's goals and objectives as outlined in its District Education Plans.

#### **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 herein, and to have a representative of the Association accompany him or 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 13

### PROFESSIONAL DEVELOPMENT

#### A. Tuition Reimbursement

1. The District encourages the professional development of its employees. The District shall allocate a maximum of \$7,000 per school year for professional development reimbursement. Requests for reimbursements shall be on a first come-first serve basis.

Administrators may request tuition reimbursement for no more than three (3) courses per school year directly related to their positions, subject to the prior approval of the State District Superintendent or designee and in accordance with budgetary restrictions. Proposals for tuition reimbursement for advance courses beyond the master's level must be submitted for approval in writing to the State District Superintendent.

Administrators may also request to attend professional conferences which are approved by the State District Superintendent and shall be reimbursed for reasonable expenses incurred as a result of attending any such conferences subject to prior approval of the State District Superintendent or designee.

Administrators and supervisory staff may request membership in professional organizations subject to the prior approval of the responsible Division/Department Administrator.

2. In order to be eligible for tuition reimbursement for such approved courses, the course must be in the field of education 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. A "B" grade must be obtained in each course in order for the course to be reimbursed.
4. For courses taken, a separate reimbursement check shall be issued within *ninety (90)* days of receipt of transcript and summer courses will be reimbursed in September, provided the member returns to the district.
5. Procedural guidelines for the submission of reimbursement claims shall be established by the Superintendent of Schools in conjunction with the Association.

## **ARTICLE 14**

### **MISCELLANEOUS PROVISIONS**

#### **A. Job Description**

Each member of the unit shall have a job description.

#### **B. 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.

## **ARTICLE 15**

### **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.
2. Computation of a day's pay is to be made by dividing the employee's annual salary at the time of retirement by 240.
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 16**

### **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 17  
INSURANCE BENEFITS**

**A. Hospital - Medical**

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. All 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 towards the cost of hospital/medical insurance, provided all other bargaining units adopt language providing for a similar contribution to this health benefit.

**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:
  - \$1,000 per patient in any calendar year
5. Orthodontics (applicable to eligible dependent children only)
  - Co-payment 50/50
  - benefits subject to a \$1000.00 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**

1. Effective September 1, 1996, the District shall pay the full premiums for a family Drug Prescription Plan with a **\$7.00** generic, **\$10.00** name brand co-pay.
2. In addition, the maintenance drug program in effect on September 1, 1991 shall continue for the duration of this agreement.
3. 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 dependent 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.
4. 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 the parties shall mutually develop guidelines for the provision of prescription cards under this Section of the Agreement.

5. 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 dependants.

**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 leave New Jersey State Health Benefits Plan:

- a. Any disputes over benefit levels or procedures which are not resolved 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 hearing.

## **ARTICLE 18**

### **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 she/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 Associations. 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 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 19**

### **SALARIES**

#### **A. SALARY GUIDE**

The Salary Guide of the Paterson School District 2005-2006, 2006-2007 and 2007-2008 school years for the employees presented by the Paterson Certified Directors Association is attached and is made a part of this Contract Agreement.

#### **B. LONGEVITY**

Effective July 1, 2006 no member of the unit, who has not earned prior longevity in the Director's unit by serving ten (10) full years of successful service as a Director, will be eligible for longevity. Current members of the unit and future members, who have earned longevity in other bargaining units, shall continue to receive longevity added to their base salary, but shall not be eligible for additional longevity.

## **ARTICLE 20**

### **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 teachers 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 21**

**DURATION OF AGREEMENT**

The Paterson Certified Directors Association (hereinafter the “Association”) and the Paterson School District (hereinafter the “District”) and collectively, the “Parties” do hereby enter into the following Memorandum of Agreement.

This Agreement shall be effective as of July 1, 2005, except as otherwise provided, and shall remain in full force and effect until June 30, 2008.

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, 2005 through June 30, 2008, subject only to the modifications contained in the Memorandum of Agreement, as attached to the Master copies.

IN WITNESS WHEREOF, the parties hereto have caused this Memorandum of Agreement to be signed by their respective duly authorized representatives this \_\_\_\_\_ day of \_\_\_\_\_, 2005.

**PATERSON CERTIFIED DIRECTORS ASSOCIATION**

**PATERSON SCHOOL DISTRICT**

BY: \_\_\_\_\_  
Dr. Judith Albornoz  
President

BY: \_\_\_\_\_  
Dr. Dennis P. Clancy  
Interim State District Superintendent

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_

BY: \_\_\_\_\_  
Dr. Evan Dopf  
PSA Representative

BY: \_\_\_\_\_  
Michael P. Krause  
Labor Relations Officer

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_

## **ARTICLE 22**

### **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 Certified Directors Association

**ARTICLE 23**

**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 \_\_\_\_\_, day of \_\_\_\_\_, 2005

PATERSON CERTIFIED DIRECTORS ASSOCIATION

SIGNED: \_\_\_\_\_

PATERSON PUBLIC SCHOOL DISTRICT

SIGNED: \_\_\_\_\_

**Paterson Certified Director's Association  
Salary Guides (2005-2008)**

**(05-06)**

<b>Director</b>	<b>2004-05 Base</b>	<b>Longevity*</b>	<b>Ph. D</b>	<b>Salary Increase</b>	<b>New Base Salary</b>	<b>Total Salary</b>
Albornoz, J.	\$102,238		\$2,000	\$4,601	\$106,839	\$108,839
Osborne, M.	\$102,238	7-1-05 \$2,000	\$2,000	\$4,601	\$106,839	\$110,839
Perna, J.	\$99,727		\$2,000	\$4,488	\$104,215	\$106,215
<b>Totals</b>	<b>\$304,203</b>	<b>\$2,000</b>	<b>\$6,000</b>	<b>\$13,690</b>	<b>\$317,893</b>	

**(06-07)**

<b>Director</b>	<b>2005-06 Base</b>	<b>Longevity*</b>	<b>Ph. D</b>	<b>Salary Increase</b>	<b>New Base Salary</b>	<b>Total Salary</b>
Albornoz, J.	\$106,839		\$3,500	\$2,671	\$109,510	\$113,010
Osborne, M.	\$106,839	\$2,000	\$3,500	\$2,671	\$109,510	\$115,010
Perna, J.	\$104,215		\$3,500	\$2,605	\$106,820	\$110,320
<b>Totals</b>						

**(07-08)**

<b>Director</b>	<b>2006-07 Base</b>	<b>Longevity*</b>	<b>Ph. D</b>	<b>Salary Increase</b>	<b>New Base Salary</b>	<b>Total Salary</b>
Albornoz, J.	\$109,510		\$3,500	\$3,285	\$112,795	\$116,295
Osborne, M.	\$109,510	\$2,000	\$3,500	\$3,285	\$112,795	\$118,295
Perna, J.	\$106,820		\$3,500	\$3,205	\$110,025	\$113,525
<b>Totals</b>						

**New:**

**\*LONGEVITY ELIMINATED EFFECTIVE JULY 1, 2006. All current recipients will be grandfathered at existing levels with no additional increase!**

