

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

PARAMUS BOARD OF EDUCATION

AND

PARAMUS ADMINISTRATORS AND SUPERVISORS ASSOCIATION

JULY 1, 2004 - JUNE 30, 2007

AGREEMENT

THIS AGREEMENT entered into this twentieth day of June, 2004 by and between the Board of Education of the Borough of Paramus, in the County of Bergen, State of New Jersey (the "Board") and the Paramus Administrators and Supervisors Association (the "Association").

WHEREAS the parties have negotiated in good faith pursuant to Chapter 303, Public Laws of 1968, as amended and supplemented by the provisions of Chapter 123 of the Laws of 1974 (N.J.S.A. 34:13A-1, et seq.) and have reached certain understandings which they desire to confirm in this Agreement;

NOW, THEREFORE, in consideration of the following mutual covenants, the Board and the Association hereby agree as follows:

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ARTICLE I

Recognition

Pursuant to Chapter 303, Public Laws, 1968, as amended and supplemented by the provisions of Chapter 123 of the Laws of 1974 (N.J.S.A. 34:13A-1 et seq.), the Board recognizes the Association as the exclusive negotiating representative for collective negotiations concerning the terms and conditions of employment for the following categories of personnel:

- |     |                                    |      |  |
|-----|------------------------------------|------|--|
| I   | High School Principal              | VI   | Elementary Principals<br>10 months   |
| II  | Middle School Principals           | VII  | High School Department<br>Supervisors 10 Months  |
| III | Elementary Principals<br>12 months | VIII | High School Department<br>Supervisors 12 months  |
| IV  | High School Vice Principals        | IX   | Dean of Students/<br>Coordinator of the Transitional<br>School and Support Services            |
| V   | Middle School Vice<br>Principals   | X    | High School Department Chairperson<br>of Wellness, Health, and Physical<br>Education 10 Months |

(The employees in the foregoing categories being sometimes hereinafter referred to as "Administrators"); Department Supervisors, High School (hereinafter referred to as "Supervisors").

ARTICLE II

Duration and Amendment

This Agreement shall be effective as of July 1, 2004 and shall continue in effect until June 30, 2007.

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.

If any provision of this Agreement, or any interpretation, application or administration thereof, shall be determined by a court or administrative agency having jurisdiction thereof to be contrary to law, such provision, interpretation or administration shall be deemed invalid and stricken herefrom the extent required by such determination. All other provisions hereof shall remain in full force and effect.

### ARTICLE III

#### Board-Administrator/Supervisor Relationships

The Board and the Association acknowledge that the efficient and effective operation of the Paramus school system depends on a clear recognition of the Board's policy making role on the one hand and the administrative role of the employees represented by the Association on the other hand and that, for day to day operations, the Board and the Association agree that strict observance of the established line and staff relationships is essential to efficient and sound administration of the Paramus school system.

A liaison committee consisting of designated members of the Association, the Superintendent of Schools and designated members of the Board shall meet for the purpose of maintaining close communication on matters relating to policies, procedures, problems, practices, duties and responsibilities pertinent to the operation of the Paramus school system. These meetings shall take place at a mutually agreed time, and may be initiated by either party. Agendas shall be formulated and exchanged between both parties prior to such meetings.

ARTICLE IV

Calendar

A. Twelve Month Contract Administrators and Supervisors

1. A twenty-two (22) day vacation for twelve-month contract Administrators during the months of July and/or August provided such Administrators shall have worked the full preceding contract period. Such Administrators who have worked for a lesser period of time shall have a vacation period on a pro-rata basis.
2. Twelve month contract Administrators may avail themselves of all holidays and recess periods during the school year, provided such does not interfere with their primary responsibilities and providing administrative personnel are available at all times.
3. The contract period shall be July 1 to June 30 for each of the three years of the Agreement.
4. The Coordinator of the Transitional School and Support Services may be assigned to teach a maximum of two (2) classes per day during the period September 1 and June 30.
5. The Superintendent may at his/her discretion assign Administrators/Supervisors additional responsibilities without additional compensation. These responsibilities may include, but are not limited to, teaching classes, supervising a component of the educational program, developing grants, filing of state or federal surveys or reports, supervising and implementing the district's public relations program, developing Board policies and administrative guidelines, or other educational responsibilities as deemed essential to the functioning of the

school district. However, any additional responsibilities assigned to Supervisors must be commensurate with responsibilities removed.

6. Emergency Situations - In addition, responsibilities may be assigned to PASA members as a result of an emergency situation or from the elimination of a PASA position, this assignment to PASA membership shall be for a maximum of one year.
7. Summer School Coverage - In the event the person appointed by the Board to serve as the principal of the Summer School is absent due to illness or other emergency, the High School Principal, Vice Principal, or Dean of Students will serve as his/her replacement.

B. Ten Month Contract Administrators

1. Ten month contract Administrators shall be granted holidays and recess periods in accordance with the school calendar.
2. The contract year shall be defined as September 1 through June 30 plus such additional days prior to the opening of school and following the closing of school as may be required to assure an orderly and efficient operation.
3. In addition, elementary principals may be called upon for up to seven days of service in any year in connection with District-wide activities to be determined by the Superintendent. Such assignments shall be rotated with the scheduling of days to be worked out mutually between the Superintendent and the principals involved.



C. Ten Month Contract Supervisors

1. Supervisors shall be granted holidays and recess periods in accordance with the school calendar.
2. The contract year shall be defined as three (3) days prior to the opening of school and three (3) days following the closing of school. However, Supervisors shall be available for special curriculum assignments during vacation periods, which assignments shall be made on an equitable basis and shall be compensated for on a pro rata basis of a Supervisors annual salary.
3. Supervisors shall be assigned to teach a maximum number of class periods per day, based upon the following schedule of teachers for which each such supervisor is responsible as primary evaluator:
  - a. One (1) to Seven (7) Teachers - Three (3) class periods per day.
  - b. Eight (8) to Fourteen (14) Teachers - Two (2) class periods per day.
  - c. Fifteen (15) or more Teachers - One (1) class period per day.
  - d. In the event that Departments are combined, the teaching assignment for a Supervisor will be determined by the High School Principal in consultation with the Superintendent of Schools; provided, however, that the assignment shall not exceed one class period per day.

ARTICLE V  
Absence for Personal Business

If it becomes necessary for an Administrator/Supervisor to be absent from his/her building to attend to personal business, he/she will discuss the matter with the building Principal prior to discussion with the Superintendent who may approve or disapprove such request.

ARTICLE VI

Sick Leave

A. Types:

1. Cumulative

Sick Leave - Every Administrator and Supervisor will be allowed sick leave with full pay for a minimum of ten (10) school days if employed under a ten (10) month contract; or, if employed under a twelve (12) month contract, shall be allowed a minimum of twelve (12) working days in each contract year. Said sick leave shall be cumulative, and any such sick leave that remains unutilized at the end of any school year (in the case of Administrators and Supervisors employed under a ten (10) month contract) or contract year (in the case of Administrators employed under a twelve (12) month contract) shall be carried from year to year unless and until it is used in any of the subsequent years.

2. Prolonged Statutory

If an Administrator's or Supervisor's absence shall be the result of a personal injury caused by an accident arising out, and in the course of his/her employment, such Administrator or Supervisor shall be allowed sick leave with full pay for the entire period of such absence for up to one (1) calendar year. Such leave shall not be charged to the sick leave provided in Paragraph 1 of this section. In accordance with N.J.S.A. 18A:30-2.1, any amount of salary or wages paid or payable under this subsection shall be reduced by the amount of any workmen's

compensation award made for temporary disability pursuant to Title 34 of the New Jersey Statutes.

3. Prolonged-Discretionary

If the nature of an illness or injury, other than an injury caused by an accident arising out of and in the course of his/her employment, shall be such as to require an Administrator's or Supervisor's absence for a consecutive number of days in excess of the aggregate number of days for which full pay shall be payable under Paragraph 1 of this section, the Board may, if the Superintendent shall so recommend,

- (a) Terminate the Administrator's or Supervisor's employment by reason of inability of the Administrator or Supervisor to return to work within a reasonable time; or
- (b) Grant a leave of absence not exceeding a total of one (1) calendar year, computed from the date of commencement of such illness or injury. For all or a part of the portion of such leave that is in excess of the days for which full pay shall be payable under Paragraph 1 of this Section, the Board may, in its sole discretion, on a case to case basis, grant
  - (1) Leave with full pay less the amount of the prevailing rate of pay for substitute Administrators or Supervisors, or
  - (2) Leave with partial pay, or
  - (3) Leave with no pay.

B. Procedures

1. Physicians' Certificate

An Administrator or Supervisor shall promptly comply with each request that a physician's certificate be furnished

in connection with any sick leave claim.

2. Records

The Board shall cause to be maintained for each Administrator or Supervisor a cumulative record of absences for which sick leave has been granted. Said records shall note the dates of absence and the type of sick leave granted in each case. The Board shall annually issue to each Administrator and Supervisor a statement of his/her unused accumulation of sick leave days as of the end of the school year.

3. Notification

As soon as an Administrator or Supervisor shall find it necessary to be absent because of illness or emergency, he/she shall, as soon as he/she is able to do so, cause notice to be given of such absence.

4. Leaves Associated With Disability

(1) Disability Leave Related to Pregnancy:

Principals/Supervisors shall be entitled to disability leaves related to pregnancy and childbirth in accordance with applicable state and federal laws.

(2) Family Leave Act:

Principals/Supervisors shall be entitled to apply for and receive leaves under the Federal and State Family Leave Acts.

a. Key Provisions of the Federal Family Leave Act

1. Provides 12 weeks of unpaid leave within 12 months

2. All health benefits are maintained, but cannot accrue other benefits while on leave

(i.e. seniority, etc.)

3. Covers serious illness to self, family, childbirth/care or adoption. (This act may be used to provide 12 weeks protection for those who do not qualify for permanent disability under the A.D.A.)

4. Eligible employees must work 12 months or 1250 hours for the same employer.

5. Restrictions for principals/supervisors may require leave to continue until end of term under certain circumstances.

6. Intermittent leave available, but employer must agree.

7. Does not replace disability leaves, but may enhance.

b. Key provisions of the New Jersey Family Leave Act:

1. Provides 12 weeks of unpaid leave within 24 months

2. All health benefits are maintained.

3. Covers serious illness to family, childbirth/care, or adoption.

4. Eligible employees must work 12 months or 1000 "base" hours for the same employer.

5. No special restrictions for principals/supervisors.

6. Intermittent leave detailed in state regulations.

7. Does not replace disability leaves but may enhance.

Where the leave being requested is covered under both the FLMA and the FLA a principal/supervisor may compare the provisions in the two laws and select the provision which is most favorable.

(3) Child Rearing Leave:

In the case of the birth of a child or the placement of a child for adoption, any principal/supervisor may apply for a Child Rearing Leave of Absence without pay. The granting of such leave shall be at the absolute discretion of the Board. In any case where both parents of such child are employees in the Paramus School District only one (1) Child Rearing Leave shall be granted.

In the case of a non-tenured Principal/Supervisor who applies for and is granted a unpaid Child Rearing Leave of Absence the period of such leave shall not be included in the minimum period required by statute to attain tenure and said Principal/Supervisor shall not acquire tenure during such leave.

Application for Child Rearing Leave in connection with the birth of a child shall be filed

at least 60 days prior to the anticipate birth of the child. Application for Child Rearing Leave in connection with the placement of a child for adoption shall be filed immediately upon receipt by the Principal/Supervisor of a notice of such placement.

In the case of a Principal/Supervisor who has been granted a Disability Leave and a leave under the provisions of the Federal or State Family Leave Acts as described in this article, the Principal/Supervisor may only be granted a Child Rearing Leave immediately upon the termination of the Family Leave.

(4) Reinstatement From Leave:

- a. Upon return from a leave granted under this ARTICLE, a Principal/Supervisor shall be placed at that level of the salary schedule that he/she would have achieved had he/she not been absent on leave.
- b. Upon a Principal/Supervisor's return from a leave granted under this ARTICLE, the following rules shall apply to all Principals/Supervisors not receiving the maximum salary on any guide.
- c. In the case of a Principal/Supervisor who has taken such a leave for a duration of one-half ( $\frac{1}{2}$ ) or less than one-half ( $\frac{1}{2}$ ) of a School Year, and whether such leave commences as of the beginning or after the beginning of such School year, the



Principal's/Supervisor's rate of salary, upon return from such leave during such School Year shall be the sum of (i) the rate of salary received during the In-School Work Year preceding that in which such leave was commenced plus (ii) the Salary Increase (as hereinbefore defined), earned and accrued by virtue of service during the School Year preceding that in which such leave was commenced. As of the beginning of the School Year during which such leave was commenced, said Principal/Supervisor shall be deemed as having taken no such leave during the School year during which such leave was commenced, and said Principal's/Supervisor's rate of salary shall be the sum of (i) the rate of salary received during the School Year during which such leave was commenced and (ii) the Salary Increase earned and accrued by virtue of service during the School Year in which such leave was commenced.

- e. In the case of a Principal/Supervisor who has taken such a leave for a duration of more than one-half ( $\frac{1}{2}$ ) of a School Year, the Principal's/Supervisor's rate of salary, upon the Principal's/Supervisor's return from such a leave of such duration, whether such return takes place during the School Year in which said leave was commenced or during the succeeding School Year, shall be the sum of (i) the rate of salary

received during the School Year preceding that in which such leave was commenced and (ii) the Salary Increase earned and accrued by virtue of service during the School Year preceding that in which such leave was commenced. In such case, there shall be no Salary Increase (as hereinbefore defined) earned or accrued by virtue of service for a duration of less than one-half ( $\frac{1}{2}$ ) of the School Year during which such leave was commenced.

## ARTICLE VII

### Grievance Procedure

The Association believes that the adoption of a grievance procedure is a most valuable asset in the smooth functioning of a school system and to the improvement of morale. No matter how hard two interacting parties attempt, in good faith, to avoid disagreements, differences of opinion will arise from time to time. An orderly and peaceful method of resolving these differences is infinitely preferable to frustrated acquiescence, disruptive concerted action, or expensive legal action.

A grievance exists when an Administrator or Supervisor or the Association claims there has been a violation, misapplication or misinterpretation of the Agreement or of any existing written policy of the Board affecting the terms and conditions of employment of an Administrator or Supervisor.

Nothing in this Agreement shall prevent any Administrator or Supervisor from discussing his/her grievance with his/her appropriate superior provided that the resolution of the grievance is not inconsistent with terms and conditions of employment of the Administrator or Supervisor represented by the Association.

#### Level 1 - Superintendent:

- A. An Administrator or Supervisor or the Association, having a grievance shall, within five (5) school days of the date the grievance arose, discuss it with the Superintendent.

- B. If the grievance is not resolved informally, it shall be reduced to writing and presented to the Superintendent within ten (10) days of the date the grievance arose. Within five (5) school days after the written grievance is presented to him, the Superintendent shall, without any further consultation with the aggrieved party or any party in interest, render a decision thereon in writing, and present it to the Administrator or Supervisor and the Association. Failure of the Superintendent to render a decision as aforesaid shall mean the grievance is denied.

Level 2 - Board of Education:

- A. If the Administrator or Supervisor or the Association is not satisfied with the decision at Level 1, the Administrator or Supervisor or the Association may file an appeal in writing with the Board within fifteen (15) school days after receiving the decision at Level 1. The official grievance record maintained by the Superintendent shall be available for the use of the Board.
- B. Within fifteen (15) days after receipt of an appeal, the Board or its designee shall hold a hearing on the grievance.
- C. Within ten (10) school days after the conclusion of the hearing, the Board or its designee shall render a decision, in writing, on the grievance. Copies of the decision shall be distributed to the grievant, the Superintendent, and the Association.

Level 3 - Arbitration:

- A. After such hearing, if the Administrator or Supervisor and/or the Association is not satisfied with the decision at Level 2, the Administrator or Supervisor or the Association may submit the grievance to arbitration by written notice to the Board within (15) school days after receiving the decision at Level 2.
- B. Within five (5) days after such written notice of submission to arbitration, the Board and the Association will agree upon a mutually acceptable arbitrator competent in the area of the grievance and will obtain a commitment from said arbitrator to serve. If the parties are unable to agree upon an arbitrator or to obtain such a commitment within said period, a request for a list of arbitrators will be made to the American Arbitration Association by either party. The parties will then be bound by the rules and procedures of the American Arbitration Association in the selection of an arbitrator.
- C. The selected arbitrator will hear the matter promptly and will issue his recommendation not later than fourteen (14) calendar days from the date of the close of the hearing or, if an oral hearing has been waived, from the date the final statements and proofs are submitted to the arbitrator. The arbitrator's recommendation will be in writing and will set forth his findings of fact, reasoning and conclusions on the issues.

- D. The arbitrator shall have no power or authority to make any recommendation which requires the commission of an act prohibited by law or which is violative of the terms of this Agreement.
- E. The recommendation of the arbitrator shall be advisory.
- F. The cost for the services of the arbitrator, including expenses, if any, shall be borne equally by the Board and the Association.

ARTICLE VIII

Salaries

The Board and the Association agree to establish a separate salary schedule for each of the following positions:

- I. High School Principal
- II. Middle School Principal
- III. Elementary Principals (12 months)
- IV. High School Vice-Principals
- V. Middle School Vice-Principals
- VI. Elementary School Principals (10 months)
- VII. High School Department Supervisors (10 months)
- VIII. High School Department Supervisors (12 months)
- IX. Dean of Students and Coordinator of the Transitional School and Support Services

The following salary program for Administrators and Supervisors shall be implemented for a three (3) year period from July 1, 2004 to June 30, 2007:

- A. One (1) Salary Schedule for each position/category (I-IX) shall be established for the duration of this Agreement. A copy of the Salary Schedule is part of the Agreement and designated Salary Schedule 2004-2007 (Article XII). The Salary Schedule shall apply to all Administrators and Supervisors employed by the Paramus Board of Education.
- B. Employment Increment  
Administrators and Supervisors employed by the Paramus Board of Education between July 1, 2004, and June 30, 2007, shall be placed on the appropriate step of Salary Schedule and progress along the

Schedule.

- C. During the 2004-2005, 2005-2006, and 2006-2007 contract years Administrators and Supervisors who have rendered satisfactory service and have not reached the maximum step on Salary Schedule shall receive an Adjustment Increment (salary increase) of 3.57%, 3.57%, and 3.57% plus an Employment Increment.
- D. During the 2004-2005, 2005-2006, and 2006-2007 contract years Administrators and Supervisors who have rendered satisfactory service and have reached the maximum step on the Salary Schedule shall receive an Adjustment Increment (salary increase) of 3.57%, 3.57%, and 3.57%
- E. Any Administrator/Supervisor who has earned a Doctoral Degree shall have a \$1,000 stipend added to his/her salary.
- F. Placement of each Association member upon the appropriate step of the salary schedule is contingent upon their rendering satisfactory service to the district and shall not be operative in cases where an Association member has had a salary increase withheld by the Board of Education according to law.
- G. For the 2004-2005, 2005-2006, and 2006-2007 contract years the Board establishes the following salary program to insure that no Association



member, who had previously earned a salary equal to or greater than that paid at the maximum step on the teachers' Masters Degree plus 45 credit guide shall make less than a regular teaching staff member at the maximum step of the Masters Degree plus 45 credit teachers' salary schedule.

- H. The Board may contract with newly hired Administrators/Supervisors at any salary level agreed to by both parties with the understanding that the newly hired Administrator/Supervisor shall be placed on the first step of the established salary guide beginning with the second contract year of employment in the district.

The Board agrees to provide all final candidates for employment with a copy of the current contract between PASA and the Board before the candidate otherwise commits to a contract of employment.

- I. The Board May contract with the High School Department Chairperson of Wellness, Health, and Physical Education at any salary level agreed to by both parties with the understanding that the newly hired High School Department Chairperson of Wellness, Health, and Physical Education shall be placed on the first step of the established salary guide beginning with the second contract year of employment in the district.
- J. Administrators and Supervisors shall be notified in accordance with the date required by law (presently May 15) each year of their contract and salary status.

## ARTICLE IX

### Medical Benefits

- A. Health Insurance

The Board and Association agree that the following insurance benefits shall be granted to Administrators and Supervisors:

The Plan

1. Administrators/Supervisors Hired Prior to June 30, 2001

The health care insurance and Major Medical program provided by the New Jersey Blue Cross-Blue Shield Plan with Rider J, and Major Medical riders for complications of pregnancy, extended care facilities, and private duty nurse care in the amount of \$1,500.00, and including prevailing fee provisions, shall remain in effect for each participating Administrator/Supervisor for and during the period of his/her employment by the Board. These administrators shall have the option of selecting the Preferred Physicians Organization (PPO) or Health Maintenance Organization (HMO).

2. Premium Payments

The Board shall pay the full premium chargeable to each participating Administrator and Supervisor for either single, husband-wife, or family coverage, whichever may be applicable. The Board, the Association, and the Administrators and Supervisors agree to cooperate to try to avoid situations in which Administrators and Supervisors who have independent New Jersey Blue Cross-Blue Shield and/or Rider J coverage receive duplicate coverage under this Agreement.

3. Administrators/supervisors Hired after June 30, 2001

A Preferred Physicians Organization (PPO) or Health Maintenance Organization (HMO) health insurance plan shall remain in effect for each participating Administrator/Supervisor for and during the period of his/her employment by the Board. These Administrators/Supervisors shall have the option of selecting the Preferred Physicians Organization (PPO) or the Health Maintenance Organization (HMO).

4. Non-Coverage, PPO, HMO, Prescription, Dental, and Optical Coverage Option

Administrators and Supervisors who are eligible for but who do not participate in any health insurance plan for medical/hospitalization, prescription, dental or optical coverage shall be provided with a cash payment as follows:

- a. Administrators and Supervisors who voluntarily elect to waive coverage shall be entitled to receive thirty-three (33%) percent of the premium cost of the waived insurance for each year insurance is waived.

- b. Payment of the monies in "1" above shall be made by separate check on the last workday of the school year.
- c. Administrators and Supervisors must waive such insurance for a full year (July 1 through June 30) to be eligible for payment. Notification of waiver must be made by April 15 in order to waive for the upcoming year.
- d. Any Administrator or Supervisor who waives coverage may re-enroll for the next year during the open enrollment period, no later than April 15.
- e. Any newly hired administrator or Supervisor shall have an option to waive the applicable PPO or HMO insurance coverage, but only after said employee has discussed this option with the Association President.
- f. If an Administrator or Supervisor waives insurance coverage for any period July 1 through June 30, he/she may advise the BOARD of an immediate need to reinstated insurance coverage, such as the employee's loss of a family member. Upon such notification, the BOARD shall pay to the Administrator or Supervisor in lieu of thirty-three (33%) percent payment the proportionate cost of its insurance premium for the period of time during the year not waived by the Administrator or Supervisor. The

Administrator or Supervisor shall than make his/her own arrangements to utilize these funds for alternate insurance coverage until such time as the next open enrollment period.

- g. Any eligible Administrator or Supervisor who selects the PPO or HMO coverage in lieu of Blue Cross-Blue Shield/Major Medical shall receive thirty-three (33%) percent of the savings between the premium cost of Blue Cross-Blue Shield/Major Medical and the premium cost for the HMO plan. In addition, this option shall apply to all Administrators and Supervisors who are presently enrolled in the PPO or HMO Plan.

B. PRESCRIPTION, OPTICAL AND DENTAL PLAN

The Board shall provide all Administrators, Supervisors and their applicable dependents with the Blue Cross/Blue Shield Prescription Plan (twelve dollar name brand/six dollar generic/six dollar mail order (\$12./\$6./\$6.)co-pay, the Vision Care Optical Plan and the Delta Dental Plan purchased for teachers.

1. PRESCRIPTION PLAN

The Board shall, for the 2004-2005 school year contribute up to, but not more than, an aggregate of eighty-one thousand eight hundred eighty three dollars (\$81,883.)\* and for the 2005-2006 school year contribute up to, but not more than, an aggregate of ninety one thousand and seventy six dollars (\$91,076) and 2006-2007 school years contribute up to, but not more than an aggregate of one hundred nineteen thousand eight hundred eighty

dollars (\$119,880.)\* toward the annual premium cost of a twelve dollar name brand, six dollar generic, six dollar mail order (\$12./\$6./\$6.) co-pay Prescription Plan to be purchased and administered by the Board for individual administrators and supervisors and their spouses and dependent children.

2. OPTICAL PLAN

The Board shall, for the 2004-2005 school year contribute up to, but not more than, an aggregate of four thousand six hundred sixty-four dollars (\$4,664.)\* and for the 2005-2006 school year contribute up to, but nor more than, an aggregate of four thousand eight hundred two dollars (\$4,802)\* and 2006-2007 school years contribute up to, but not more than an aggregate of four thousand nine hundred forty-five dollars (\$4,945.)\* toward the annual premium cost if an Optical Plan to be purchased and administered by the Board for individual administrators and supervisors and their spouses and dependent children.

The appropriate amount that will be contributed is based on the assumption that there are twenty-six (26) administrators and supervisors. The Board shall expend no more than the applicable amount of one-hundred seventy nine dollars (\$179.00) per administrator/supervisor for the 2004-2005 school year and not more than one hundred eighty-five dollars (\$185.00) for the 2005-06 school year and not more than one hundred ninety dollars (\$190.00) for the 2006-07 school year.

3. DENTAL PLAN

The Board shall, for the 2004-05 school year contribute up to, but not more than an aggregate of twenty seven thousand four hundred fifty-six dollars (\$27,456.)\* and for the 2005-2006 school year contribute up to, but not more than an aggregate of twenty nine thousand nine hundred thirty-six dollars (\$29,936)\* and 2006-2007 school year contribute up to, but not more than thirty two thousand six hundred twenty-nine dollars (\$32,629.)\* toward the annual premium cost of a Dental Plan to be purchased and administered by the Board for individual administrators and supervisors and their spouses and dependent children.

The appropriate amount that will be contributed is based on the assumption that there are twenty-six (26) administrators and supervisors. The Board shall expend no more than the applicable amount of one thousand fifty-six dollars (\$1,056.00) per administrator/supervisor for the 2004-2005 school year and one thousand one hundred two hundred fifty-five dollars (\$1,255.00) per administrator/supervisor for the 2005-2006 and the 2006-2007 school years.

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\*Note: The amount is based on the assumption that there are twenty-three (23) administrators employed by the Board as of July 1, 2004. Those employed have selected the following coverage: two (0) single; twenty-one (21) family; and zero (0) parent and child.

4. EXCESS COSTS

In the event the cost of the premiums for the Prescription, Optical, and Dental Plans exceeds the allocated amounts, the excess cost shall be assumed by the Association in the first year of a successor agreement.

5. EXAMINATION EXPENSES

- a. The Board shall establish, for the term of the within Agreement, a reimbursement program, as herinafter set forth, covering: Physical Examination Reimbursement for Administrators and Supervisors only.
- b. For the term of the Agreement, the Board shall allocate two thousand four-hundred (\$2,400) dollars to the Physical Examination Reimbursement Program each year.
- c. Each Administrator/Supervisor shall be entitled to be reimbursed for only one (1) physical examination every two (2) years.
- d. Each Administrator/Supervisor who shall, during each two (2) year period having incurred expenses for a single physical examination by a physician of his/her choice, for which examination the Administrator/Supervisor shall have received the physician's invoice itemizing the services rendered and all other invoices relating to such examination and itemizing the services rendered shall submit the bills to the district's health carrier. Any expenses not covered by the district's health carrier as evidenced by the declaration of payment shall submit the



originals of all such invoices along with the health insurance carrier's declaration of payment to the School Business Administrator no later than June 15, or the next working day if June 15 falls on a Saturday, Sunday, or a day when schools are closed. Any invoices submitted after that date shall be deemed as having been submitted during the subsequent contract year.

- e. The School Business Administrator shall, after verification of all such invoices submitted through June 15, thereafter total all such invoices submitted through June 15 by all Administrators/Supervisors for the school year in question.
- f. For the term of this Agreement, the School Business Administrator shall set aside two thousand six hundred (\$2,600) dollars per Administrator/Supervisor (for reimbursement not to exceed two hundred [\$200.00] dollars) per Administrator/Supervisor who shall have submitted approved and/or verified invoices by June 15 of the school year in question.
- g. If, after setting aside for reimbursement the two thousand six hundred (\$2,600) referred to in subsections 2 and 6 above, the total of all approved and/or verified invoices (not to exceed two hundred dollars [\$200] per Administrator/Supervisor) for the period ending June 15 in the school year in question is less than or equal to the balance of the total sum allocated by the Board for the school year in question, pursuant to subsections 2 and 6

above, then and in such event, each Administrator/Supervisor who has submitted approved and/or verified invoices shall be entitled to be reimbursed one hundred (100%) percent of such invoices. Further, in the event that the total of such approved and/or verified invoices (not to exceed two hundred [\$200] dollars per Administrator/Supervisor) submitted for the period ending June 15 in the school year in question is less than the total sum allocated by the Board for the school year in question, pursuant to subsections 2 and 6 above, any monies not required to be reimbursed by the Board to Administrator/Supervisors shall be returned to the Board's general account.

- h. If, after setting aside for reimbursement the two thousand six hundred (\$2,600) dollars referred to in subsections 2 and 6 above, the total of all approved and/or verified invoices (not to exceed two hundred [\$200] dollars per Administrator/Supervisor) for the period ending June 15 in the school year in question exceeds the total sum allocated by the Board for the school year in question, pursuant to subsections 2 and 6 above, then and in such event, each Administrator/Supervisor (who has submitted approved and/or verified invoices not to exceed two hundred [\$200] dollars per Administrator/Supervisor) shall be entitled to be reimbursed an amount to be determined as follows.

The amount of each Administrators/Supervisors approved and/or verified invoices (not to exceed two

hundred [\$200] dollars per Administrator/Supervisor) for the period ending June 15 in the school year in question shall be multiplied by a factor, the numerator of which shall be the amount allocated by the Board for the school year in question, pursuant to subsections 2 and 6 above, and the denominator of which shall be the total of all approved and/or verified invoices (not to exceed two hundred [\$200] dollars per Administrator/Supervisor) of all Administrators/Supervisors for the period ending June 15 in the school year in question.

- i. The School Business Administrator shall reimburse, pursuant to paragraphs 5a through 5g above each Administrator/Supervisor who shall have submitted approved and/or verified invoices by June 15 in the school year in question no later than September 15 of the subsequent school year.
- j. The Board shall provide to the PASA by the 15th of each month a monthly accounting of the aggregate dollar amount only of all invoices submitted to the Board through the end of the preceding month.
- k. The Board shall prepare an appropriate form to be used in connection with the submission by Administrators/Supervisors of all invoices. A copy of each such submission form shall be returned by the Board to the Administrator/Supervisor in question.

6. COVERAGE AFTER RETIREMENT

The Board agrees to permit Administrators/Supervisors who have retired from the District under the provisions of the New Jersey Teachers' Pension and Annuity Fund and are receiving pension payments there under, to continue their participation in the health insurance program which is the subject of this Article. In order for an Administrator/Supervisor to be eligible to continue participation in said health insurance program after said Administrator/Supervisor's retirement, said Administrator/Supervisor must have retired after the (10) or more years of service in the Paramus School District and must; within thirty (30) days of retirement from the District, submit to the Board a request in writing for participation in said health insurance program. Each retired Administrator/Supervisor who participates in said health insurance program shall pay the full cost for his/her participation, such payment to be made by semi-annual installments paid in advance. Eligibility for participation in said health insurance program shall cease immediately upon the attainment by the retired Administrator/Supervisor of eligibility to participate in Medicare or upon said Administrator/Supervisor's death.

7. PRORATION OF HEALTH BENEFITS

1. Health Insurance and Prescription Plan Benefits for Administrators/Supervisors employed prior to July 1, 1998, shall be prorated as follows:

- a. In the case of an Administrator/Supervisor who works half (1/2) time or more, the Administrator/Supervisor shall be provided full coverage during the period of employment.
- b. In the case of an Administrator/Supervisor who works less than half (1/2) time, the Administrator/Supervisor in question shall be provided no coverage during the period of employment.

2. Dental and Optical Plan Benefits

Dental Plan and Optical Plan benefits for Administrators/Supervisors employed prior to July 1, 1998, shall be available to all Administrators/Supervisors who work less than full time. Each Administrator/Supervisor who works less than full time, however, shall, within fifteen (15) days after the date of execution of the Agreement or prior to July 1 or within fifteen (15) days after the commencement of part-time employment whichever is applicable, notify the School Business Administrator in writing as to whether he/she wishes to be covered under either or both the Dental Plan and/or the Optical Plan. If an Administrator/Supervisor who works less than full time, elects to be covered under either or both the Dental Plan or the Optical Plan, such Administrator/Supervisor shall be responsible to reimburse the BOARD (through payroll deductions made by the School Business Administrator) an amount computed by multiplying the total cost of the premiums allocable to that Administrator's/Supervisor's coverage under either or both the

Dental Plan and/or the Optical Plan times the percentage of a full-time contract not worked by such Administrator/Supervisor during the In-School Work Year, a school week or school day.

3. Changes in the Percentage of Contract Worked

Administrators/Supervisors hired prior to July 1, 1998, who are reduced from a full-time contract to a part-time contract by the Board shall continue to receive benefits as described in Article IX Paragraph 1. Health Insurance and Prescription Benefits, and Paragraph 2 Dental and Optical Plan Benefits.

Administrators/Supervisors hired prior to July 1, 1998, who request reduction from a full-time to a part-time contract shall be subject to the Proration of Benefits provision described in Article IX, Paragraph D, Proration of Benefits for part-time Administrators/Supervisors hired after July 1, 1998.

4. Proration of Benefits for Part-Time Administrators/Supervisors Hired After July 1, 1998

Health Insurance, Prescription, Dental, and Optical Plan coverage for Administrators/Supervisors beginning employment after July 1, 1998, shall be prorated as follows:

- a. In the case of an Administrator/Supervisor who works a fifty (50%) percent contract or more, health benefits shall be pro-rated. The BOARD shall pay the premium equal to the percentage of the full-time contract worked. The Administrator/Supervisor shall be responsible to reimburse the BOARD, through payroll deductions made by the School Business Administrator,

the remaining portion of the premium.

- b. In the case of an Administrator/Supervisor who works less than half (1/2) time, the Administrator/Supervisor in question shall be provided no coverage during the period of employment.

5. Other Benefits

All other benefits shall be prorated based on the percentage of a full-time contract worked by an Administrator/Supervisor during the In-School Work Year, a school week or a school day.

ARTICLE X

Reimbursements

A. PROFESSIONAL MEMBERSHIP

The Board shall provide for reimbursement for membership in professional organizations and/or associations which will contribute significantly to the professional growth and development of an Administrator or Supervisor and enhance his or her services to the district. Membership in specific organizations and/or associations shall be subject to the approval of the Superintendent and the annual reimbursement to each Administrator and Supervisor shall not exceed in the aggregate \$650.00.

B. TUITION REIMBURSEMENT

1. The Board shall establish, for the term of this Agreement, a tuition reimbursement program for PASA members only.
2. During the 2004-2005, 2005-2006, and 2006-2007 school year, the Board shall allocate five thousand dollars (\$5,000) each year to the tuition reimbursement program.
3. Any Administrator/Supervisor who shall have incurred tuition expenses for courses for which he/she shall have received prior written approval by the Superintendent of his/her designee and for which evidence of successful completion (transcripts, report cards, or letters of completion received from registrars) is submitted to the Superintendent and for which the Administrator/Supervisor shall have received invoices, shall submit the originals of such invoices to the School Business Administrator no later than June 15, or the next working day if June 15 falls on a Saturday, Sunday, or a day when schools are



closed. Any invoices submitted after that date shall be deemed as having been submitted during the subsequent contract year.

4. The School Business Administrator shall, after verification of all such invoices submitted through June 15, thereafter total all such invoices submitted through June 15 by all Administrators/Supervisors for the school year in question.
5. Each Administrator/Supervisor who shall have incurred tuition expenses of one thousand (\$1,000.) or more dollars may receive a tuition reimbursement not to exceed one thousand (\$1,000) dollars in any school year. In the event the total invoices exceed the amount of funds allocated by the Board for tuition reimbursement, each Administrator/Supervisor will receive a pro-rated reimbursement based on the total amount spent by each Administrator/Supervisor.

In the event the total of the approved and/or verified invoices does not require the disbursement of the entire tuition allocation, the sum remaining after all reimbursements are made shall be added to the professional membership reimbursement and distributed among the PASA membership submitting approved invoices for professional membership.

6. The Board shall prepare an appropriate form to be used in connection with the submission by Administrators/Supervisors of all invoices. A copy of each such submission form shall be returned by the Board to the Administrator/Supervisor in question.
7. At the end of each fiscal year, the records for reimbursement for tuition expenses shall, upon the written request of the Association, be audited by an outside auditor selected by the Association. All costs incurred in connection with said audit shall be paid for by the Association.

C. CONFERENCE ATTENDANCE

The Board recognizes the need for administrators to represent the Paramus School District at state and national convocations. A sum of five thousand (\$5,000) dollars shall be set-aside for members of PASA to attend such events. (No member shall receive more than eight hundred (\$800) dollars under this provision to cover the cost of registration, room, meals and/or travel expenses in the continental United States.

The President of PASA or designee shall meet with the Superintendent of Schools or their designee to review conference proposals and to determine approval/rejection and funding level. Any funds remaining at the end of the school year shall be applied to the tuition reimbursement fund.

ARTICLE XI

Retirement Stipend

A. Each Administrator and Supervisor, who shall have rendered fifteen (15)\* or more years of service to the Paramus Public Schools as of the date of his/her retirement, and who shall retire for the following reasons during the time periods listed shall receive a retirement stipend if all of the following conditions are met:

1. The Administrator/Supervisor must have completed a full year of service with the Paramus Board of Education, utilized all accrued vacation time, and commence retirement between July 1 and September 1. Any administrator who retires on a date other than previously described, shall not be eligible to apply for or receive the Retirement Stipend as described in this Article.

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\* Exception to this article shall be made for Administrators with at least ten (10) years' service to Paramus as an Administrator and who retire at age 55 years or older.

2. Any Administrator/Supervisor choosing to retire at the end of the regular school year, July 1, but before September 1, shall verbally inform the superintendent of his/her intention to retire by January 30 and notify the Superintendent/Paramus Board of Education in writing on or before March 1 in any school year of his/her intention to retire from service at the end of that school year, July 1, before September 1. Any Administrator/Supervisor who fails to verbally inform the Superintendent of Schools by January 30 and inform the Board of Education in writing of his/her intention to so retire on or before March 1 shall not be eligible to apply for or receive the Retirement Stipend as described in this Article.
3. If a medical condition arises affecting the Administrator/Supervisor or his/her spouse or child, the Administrator/Supervisor shall be granted the retirement stipend as described in this article. The Administrator/Supervisor shall present a physician's certification confirming the medical condition. Upon presentation of the physician's certification the Administrator/Supervisor shall be permitted to retire with full retirement stipend.

4. If an emergency situation arises, any Administrator/Supervisor who finds that he/she must retire prior to the end of the regular school year, June 30, due to circumstances beyond his/her control, and has failed to notify the Board of Education on or before the January 30 deadline may appeal to the Board of Education for a waiver of these requirements. The Board may, but shall not be required to grant such a waiver if, in its sole discretion, the Board finds that the circumstances presented by the Administrator/Supervisor do not justify the granting of a waiver. The Board's decision shall be final, binding, and conclusive upon all parties and shall not be grievable under and in accordance with the contractual grievance procedure as described in Art VII.
5. The retirement stipend for those Administrators/Supervisors meeting all the preceding eligibility requirements shall be calculated by multiplying a sum equal to fifty (50%) percent of the number of that Administrator's/Supervisor's unused days of cumulative sick leave as of the date of retirement (the "Reimbursable Days") times the following dollar amounts.

REIMBURSABLE DAYS	AMOUNT
1-41	\$152 per day
42-84	\$172 per day
85 or more	\$192 per day

In no event shall any retirement stipend paid under this provision exceed twenty-two thousand five hundred (\$22,500) dollars in the 2004-2005, 2005-2006, and 2006-2007 school years.

Article XII

Salary Schedules 2004-2007

IN WITNESS WHEREOF, the parties hereto have caused this statement to be signed and sealed the day and year first above written.

Paramus Board of Education

By: \_\_\_\_\_  
Gary Enrico, President

\_\_\_\_\_  
Jerome Bohnert, Business Administrator

Paramus Administrators and  
Supervisors Association

By: \_\_\_\_\_  
William Freeman, President

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