

CONTRACT AGREEMENT
BETWEEN THE
PATERSON PUBLIC SCHOOL DISTRICT
AND
THE PATERSON PRINCIPAL'S ASSOCIATION

July 1, 2005 – June 30, 2006

and

July 1, 2006 – June 30, 2009

THE PATERSON PUBLIC SCHOOL DISTRICT

Dr. Michael E. Glascoe
State District Superintendent

Dr. J. Michael Rush
Deputy Superintendent

Dr. Ismael Carreras
Local Instructional Superintendent

Ms. Jeanette Lyde
Acting Local Instructional Superintendent

Dr. H. Major Poteat
Local Instructional Superintendent

Ms. Deidre Simon
Local Instructional Superintendent

Dr. Joseph Fulmore, Sr.
Assistant Superintendent of Community Services

Ms. Eileen Shafer
Assistant Superintendent of Human
Resources/Personnel Services

Mr. Scott Rixford
Assistant Superintendent of Special Services

Ms. Brenda Patterson
Assistant Superintendent for C&I

Mr. Michael P. Krause
Labor Consultant

Schenck, Price, Smith and King
District Counsel

Douglas Zucker, Esq.
District Labor Counsel

THE PATERSON PRINCIPAL'S ASSOCIATION

Dr. Linda Crescione
President

Evan Dopf
NJPSA Representative

Vice President - Vacant

Sharon Smith
Secretary

Robert Howell
Treasurer

THE NEGOTIATING TEAMS

PATERSON PRINCIPAL'S ASSOCIATION

Dr. Linda Crescione, President

Dr. John Rizzo, President Retired

Robert Howell

Richard Sanducci

Sharon Smith

Evan Dopf, NJPSA Field Representative

PATERSON SCHOOL DISTRICT

Michael P. Krause, Labor Consultant

Douglas Zucker, Esq., District Labor Counsel

Paterson Board of Education

Mr. Chauncey Brown, III
President

Mr. Lawrence Spagnola
Vice President

Dr. Joseph Atallo
Board Member

Dr. Jonathan Hodges
Board Member

Mr. Alonzo Moody
Board Member

Mr. Juan "Mitch" Santiago
Board Member

Mr. Andre Sayegh
Board Member

Ms. Willa Mae Taylor
Board Member

Mr. Daniel Vergara, Sr.
Board Member

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AGREEMENT

This Agreement entered into this 1st day of July, 2005 through June 30, 2006 and July 1, 2006 through June 30, 2009 by and between the Paterson School District, hereinafter called the "District", and the Paterson Principals' 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 Principals whether under contract, on leave, employed or to be employed by the District.

ARTICLE II

NEGOTIATIONS PROCEDURE

A. NEGOTIATION OF SUCCESSOR AGREEMENTS

The parties agree to enter into collective negotiations over a successor Agreement in accordance with Chapter 123, Public Laws 1974, in good faith effort to reach agreement on all matters concerning terms and conditions of employment. Such negotiations shall begin not later than the rules of the Public Employment Relations Commission may require. Any agreement so negotiated shall be reduced to writing, be signed by the District and the Association and be adopted by the District.

B. NEGOTIATING TEAM SELECTION AND AUTHORITY

Neither party hereto shall have any control over the selection of the negotiating representatives of the other party.

The parties mutually pledge that their representatives shall be clothed with all necessary power and authority to make proposals, consider proposals and make counter proposals in the course of negotiations. The proceeding shall not, however, be construed to mean that Negotiating Team shall have the power or authority to make a final and binding commitment on behalf of their respective parties.

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

ARTICLE III

GRIEVANCE PROCEDURE

A. DEFINITIONS

1. Grievance

A "grievance" is a claim by a 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 effecting members of the unit. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level 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 (30) calendar days of the occurrence or knowledge of said grievance.

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.

D. LEVEL I - 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.

E. LEVEL II - State District Superintendent of Schools or Designee

1. If the aggrieved member 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.
2. 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.
3. The written application for a Level II hearing should include the results achieved at the previous level and the reasons for the employee's dissatisfaction with the earlier determination.
4. The State District Superintendent or Designee shall convene a hearing for the grievance within ten (10) school days of receipt of the application for a Level II hearing.
5. The aggrieved person shall have the right to be present and heard at any meeting of the State District Superintendent or Designee convened to hear said grievance.
6. The State District Superintendent or Designee shall hear testimony as presented by the District Attorney and the Association at the time of the meeting.
7. The State District Superintendent or Designee shall notify the aggrieved person and the Association of the determination within five (5) school days following the hearing.

F. LEVEL III - ARBITRATION

1. 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 five (5) days after the grievance was scheduled to be heard by the State District Superintendent or Designee, he/she may, within five (5) school days after a decision by the State District Superintendent or Designee or fifteen (15) school days after the grievance was scheduled to be heard by the State District Superintendent or Designee, whichever is sooner, request in writing that the Association submit his/her grievance to arbitration. If the Association determines that the grievance is meritorious, it may submit the grievance to arbitration within fifteen (15) school days after receipt of the request.

2. The parties agree that throughout the duration of this agreement, they will use the services of the Arbitrators available to the Paterson Education Association.

3. Upon submission of the notice for arbitration to the Director of Labor Relations, the District and the Association shall attempt to agree upon a mutually acceptable arbitrator and shall obtain a commitment from said arbitrator to serve. If the parties are unable to agree upon an arbitrator to obtain a commitment to serve within the specified period, a request for a list of arbitrators may be made to the New Jersey Public Employment Relation Commission by either party. The parties shall then be bound by the rules and procedures of the New Jersey Public Employment Relations Commission.

4. The arbitrator so selected shall confer with the representatives of the District and the Association and hold hearings promptly and shall issue his/her decision not later than twenty (20) days from the date of the close of the hearings or, if oral hearings have been waived, then from the date of the final statements and proofs on the issues are submitted to him. The arbitrator's decision shall be in writing and shall set forth his findings in fact, reasoning and conclusions on the issues submitted. The arbitrator shall be without power or authority to make any decision, which requires the commission of an act, prohibited by law or which is volatile of the terms of this Agreement. The decision of the arbitrator shall be submitted to the District and Association and shall be binding on the parties in all issues specifically pertaining to this Agreement. It shall be advisory on all other issues not covered by this Agreement.

5. The cost 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 Association. Any other expenses incurred shall be paid by the party incurring same.

G. 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 District 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.

H. 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 State District Superintendent 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

All meetings and hearings under this procedure shall not be conducted in public and shall include only said parties in interest and their designated or selected representative.

ARTICLE IV

MEMBERS' RIGHTS

A. Pursuant to Chapter 123, Public Laws 1974, the District hereby agrees that every member of the Unit shall have the right freely to organize, join and support the Association and its affiliates for the purpose of engaging in collective negotiations and other concerted activities for mutual aid and protection. Every member of the unit shall also have right to refrain therefrom.

B. Nothing contained herein shall be construed to deny or restrict to any Association member such rights as he/she may have under New Jersey School Laws or other applicable laws and regulations. The rights granted hereunder shall be deemed to be in addition to those provided elsewhere.

C. Whenever any member of the unit is required to appear before the District concerning any matter which could adversely effect 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 any attorney 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. Any criticism by a superior 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 District and/or the State District 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 five (5) calendar days to respond to the complaint.
3. This section shall not apply to a complaint which may result in the reduction of compensation or dismissal from the school system or to a complaint in which an immediate response is appropriate, as in the case of a parental complaint.
4. No Principal shall be disciplined, reprimanded, reduced in rank or compensation or deprived of any professional advantage without just cause.

ARTICLE V

ASSOCIATION RIGHTS

A. INFORMATION

The District 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, roster of certified personnel, agendas and minutes of all Advisory Board meetings, census data, names of all administrators, together with information which may be necessary for the Association to process any grievance.

B. RELEASE TIME FOR MEETINGS

Whenever any member of the Association is mutually scheduled by the parties to participate during working hours, in negotiations, grievance proceedings, conferences or meetings, the member shall suffer no loss in pay.

C. USE OF SCHOOL BUILDINGS

The Association shall have the right to use school facilities and equipment for meetings, after regularly scheduled work days, upon notice in advance to the Business Administrator and/or the State District Superintendent of Schools.

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. ASSOCIATION MEETINGS WITH THE STATE DISTRICT SUPERINTENDENT

The Association officers or representatives shall have the right to meet with the State District Superintendent of Schools and/or Designee to discuss matters of mutual concern regarding the Paterson School District within fifteen (15) working days of his/her receipt of a proposed agenda.

**ARTICLE VI
WORK YEAR**

- A. Commencing July 1, 2002, Principals will work 199 days from September 1 through June 30. Of the fourteen days above the 185 staff/student days, Principals will schedule seven (7) days and the State District Superintendent will either schedule or approve the remaining seven (7). Dates selected by the Superintendent will not be during religious holidays such as Christmas, Easter or others, and not during school vacations. These days do not include the summer work schedule of eighteen (18) days for a grand total of 217 days over the 2006-2007 school year. For the 2007-2008 school year, the summer work schedule will include 19 days for a grand total of 218 days over the 2006-2007 school year. For the 2008-2009 school year, the work schedule will include 21 days for a grand total of 220 days over the 2007-2008 school year, nine (9) of which may be scheduled by the State District Superintendent in his/her discretion.

- B. The summer work schedule will include eighteen (18) regular work days for the 2006-2007 school year, nineteen (19) regular work days for the 2007-2008 school year, and twenty-one (21) regular work days for the 2008-2009 school year, although the Superintendent will have the discretion to schedule two (2) of these days at any time during the school year. It is expected that at least nineteen (19) of these work days will generally be served during the beginning of July and the end of August. However, it is also the intent of the District to allow flexibility in the selection of these days and variations may be made by the State District Superintendent and/or designee upon formal consultation between the parties.

- C. Any adjustments made necessary by the implementation of the school calendar will be mutually discussed and may be approved.

**ARTICLE VII
WORK DAY**

- A. The minimum work day will be 7:30 a.m. to 4:00 p.m. The Association also recognizes that on certain occasions time beyond these hours may be necessary to carry out the duties and responsibilities of the Principal, such as; school emergencies, Superintendent/Designee and parent meetings, as well as school evening events.

- B. Effective July 1, 2002 and thereafter Association members shall, when required, be available for after school programs, without additional compensation, as established by the State District Superintendent, during the months of October through May of each school year, but shall not be required to exceed a maximum work day of 4:30 p.m. for such programs. Notwithstanding any other provision of this Article or this Agreement, Principals shall be required to be on site, in their buildings during any Back to School Night and District Parent-Teacher Conferences, without additional compensation, regardless of what time these programs may commence or end.

- C. In situations wherein Principals are required to leave their building for either school related activities or lunch, either a Vice Principal or a previously designated certified staff member approved by the State District Superintendent will be advised of the departure and will assume the responsibility as the person in charge of the building. The appropriate Assistant Superintendent for School Operations will be notified of all such transfers of building responsibility.

- D. Effective July 1, 2002 and thereafter, Principals shall be responsible to attend school board meetings when so invited by the Superintendent of Schools.

**ARTICLE VIII
SICK LEAVE**

A. ALLOWANCE

Members of the unit shall be entitled, beginning with the first official day of the school year, to ten (10) sick leave days per year. Effective July 1, 2008, annual sick leave shall be increased from ten (10) days per year to eleven (11) days per year.

B. ALLOWANCE -OTHER SCHOOL DISTRICTS

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

C. SICK LEAVE ACCOUNTING

Members of the unit shall be given a written accounting of accumulated unused sick leave days not later November 1 of each school year.

D. NON-ACCUMULATIVE ADDITIONAL SICK LEAVE BENEFITS

Non-accumulative additional sick leave benefits may be approved for members according to the following schedule:

1. After the completion of ten (10) years of service, and up and including their twentieth (20th) year of service be eligible to receive forty (40) days in addition to any and all accumulated days standing to their credit.

2. After twenty (20) years of service, and up to and including the thirtieth (30th) year of service shall be eligible to receive sixty (60) days in addition to any and all accumulated days standing to their credit.

3. After completion of the thirty (30) years of service and until such employee leaves the employ of the District by virtue of resignation or retirement, said employee may be eligible to an additional eighty (80) days in addition to any and all accumulated days standing to their credit.

4. In order to receive reimbursement in accordance with the terms of this Article, for days in addition to accumulative days, employee shall forward to the State District Superintendent, in writing, a request for such adjustment accompanied by a medical certificate setting forth there in the nature of the illness and the number of days that are requested to recover from said illness.

**ARTICLE IX
LEAVES OF ABSENCE**

A. PERSONAL LEAVE

1. Members of the unit shall be entitled, beginning with the first day of school, to five (5) days of personal leave. 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, or before September 15 or after June 15, unless approved by the State District Superintendent in advance of the proposed absence.
3. Except for illness, absences for more than three (3) consecutive days are not authorized, unless prior approval is obtained from the office of the State District Superintendent.
4. Notice of absence shall be given as far in advance as is practical, since the parties recognize it may be necessary for the District to obtain a substitute.

B. BEREAVEMENT LEAVES

1. Members of the unit are entitled to four (4) calendar days leave for death of spouse, domestic partner, child, parent(s), siblings, grandparents, grandchildren, or spouses or domestic partner's parents or related members of the immediate household.
2. Bereavement days taken in accordance with this provision shall be consecutive calendar days, one of which shall be the day of the funeral.

C. MATERNITY LEAVE

1. CHILDBIRTH

a. A member of the unit shall notify the State District Superintendent of a pregnancy as soon as practical. The District shall grant maternity leave without pay to any member upon request, to commence on the day requested by the member so long as the effective date of the leave conforms to the most recent decisions of the Commission of Education, State and Federal Court decisions, and State Law.

- b. A non-tenure member will not be granted maternity leave beyond the term of the contract.

- c. The District agrees not to maintain or enforce any policy or practice for the removal of any tenure or non-tenure member from duties which are based solely on the fact of the pregnancy or on the fact that the member has completed a specific number of months of pregnancy, but shall consider and treat each member on an individual basis in accordance with the provisions of New Jersey Laws against discrimination N.J.S.A. 10:5-1, et, seq.

2. If the physical condition or capacity is such that the members health would be impaired if she were to continue working, provided however, that her physical incapacity shall be deemed to exist only after the District notified the member she may lack the capacity to properly fulfill her responsibilities. The District may make the procedure available to it under N.J.S.A. 18A:16-22 in an appropriate case.

- a. A member returning from a leave of absence for maternity shall be required to submit to the District a certificate certifying ability to resume the duties of the position.
- b. A member shall be entitled to use accumulated sick days for illness or disability resulting from maternity; a member returning from a maternity leave shall be entitled to all benefits to which member returning from other types of sick leave or disability leaves would be entitled.

3. ADOPTION OF CHILD

A member adopting a child shall be granted leave of absence without pay to commence upon receiving de facto custody of said child, or earlier, if necessary to fulfill the requirements for the adoption.

4. DURATION OF LEAVE

- a. The District agrees that a member giving birth to a child during the school year shall be granted a maternity leave of absence for the remainder of the school year, and in addition, shall be granted an extension of that leave for child care for the entire school year following the termination of the first leave, if the member so requests.
- b. The member on leave shall notify the District in writing three months prior to the end of her leave of absence of her decision regarding:

- 1. Returning to active service

2. Resigning from active service; or
3. Applying for an extension of leave of absence as provided for in this Article.

c. Family and Medical Leave

The provisions of this section regarding maternity, childbirth and adoption shall be interpreted so as not to restrict any member from the benefits provided by applicable provisions of both the Federal Family and Medical Leave Act (“FMLA”) and the New Jersey Family Leave Act (“NJFLA”). All leaves of absences under this section that qualify under either the FMLA or the NJFLA and/or NJFLA, or both, shall be deemed to have been designated as leave under the FMLA and/or NJFLA as of the first day of leave and continuing through the earlier of the member’s return to work or exhaustion of FMLA/NJFLA leave. Any leave continuing beyond the periods provided under the FMLA and/or NJFLA will be governed solely by the provisions of this Article.

D. SABBATICAL LEAVE

1. PURPOSE

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

2. CONDITIONS

- a. No more than two (2) sabbatical leaves will be granted to qualified members of the unit in any school year.
- b. Requests for sabbatical leave must be received by the State District Superintendent on an official application form as follows:
 1. Application for leave during any fall semester, (September through January), or for any full school year, must be made on or before January 1st of the prior school year.
 2. Application for leave during any second semester, that is February through June, must be made on or before May 1 of the prior school year.
 3. The State District Superintendent shall grant or deny the application within 90 days of its receipt based upon the quality of the proposal and its potential educational benefit to the District.

- 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. Applicants for sabbatical leave shall have completed seven (7) years or more of exemplary service in the Paterson School District.

3. **SABBATICAL LEAVE: INCEPTION**

- a. Employees on sabbatical leave shall receive full pay for one-half year of leave or one-half pay for one full year of leave in the same manner as though they were on active duty.
- b. 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 credits during the semester or if for graduate study, then said applicant must pursue not less than six (6) credits each semester. All course work 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 State Superintendent of Schools. All courses must be taken during the regular semester exclusive of summer school.
- c. Travel - No sabbatical leave for travel shall be granted unless such application is accompanied by an itinerary setting forth in detail the travel program contemplated. Such travel itinerary must be approved by the State District Superintendent of Schools.
- d. Preference - Applicants for sabbatical leave of absence shall be given preference according to their relative years of service subsequent to their last sabbatical leave and availability of replacement as determined by the State Superintendent of Schools.
- e. 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.
- f. Employees absent because of an authorized sabbatical leave shall receive such salary increments as are granted during that period.
- g. Employees shall agree in writing to return to their employment for a period of not less than two (2) years following the expiration of such leave.

4. RETURN FROM LEAVES

- a. 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.
- b. Within fourteen (14) days of return to active service to the School District from sabbatical leave, the member shall submit a report to the State District Superintendent of Schools specifying the educational significance of the sabbatical.

5. INTERRUPTION OF LEAVE

Interruption of sabbatical leave for study or travel caused by serious illness or accident during such leave shall not prejudice the District as it applies 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:

- a. The State District Superintendent has been promptly notified, in writing, of such accident or illness within five (5) days of such accident or illness. Such notice shall be accompanied by a physician's note.

6. VIOLATION OF SABBATICAL LEAVE

The District offers the leaves stated above with the expectation that those to whom leaves are granted will fulfill the obligation which they assume in accepting the leaves of absence under these rules. If the terms and conditions of the sabbatical leave are not fulfilled as agreed, the employee will refund the District, as well as be subject to termination for just cause.

E. MILITARY LEAVE

Principals called into temporary active duty of any unit of the US. Reserves or the State National Guard shall be paid their regular pay less any pay which is received from the State or Federal Government.

F. OTHER LEAVES

1. Time necessary for appearances in any arbitration, 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. This provision shall not apply in any matter in which the member has an adversarial position to the District.

2. Other leaves of absence may be granted by the District for good reason at any time during the school year.

G. 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, and will be subject to the applicable provisions of the Federal Family and Medical Leave Act ("FMLA") and the New Jersey Family Leave Act ("NJFLA").
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.

ARTICLE X
INSURANCE BENEFITS

A. HOSPITAL - MEDICAL COVERAGE

1. PROVISIONS OF COVERAGE

Provisions of the health-care insurance program shall be detailed in master policies and contracts agreed upon by the District and the Association and shall include:

2. BENEFITS SHALL INCLUDE COVERAGE FOR (as determined by the NJ State Health Benefits Plan):

- a. Hospital room and board and miscellaneous costs
- b. Out-patient benefits
- c. Laboratory fees, diagnostic expenses, and therapy treatments
- d. Maternity costs
- e. Surgical costs
- f. Major-medical coverage
- g. Emergency room services

3. ADDITIONAL LANGUAGE

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

- a. Any proposed new carrier or plan must offer benefits equal to or better than those provided by the New Jersey State Public and School Employees' Health Benefits Plan.
- b. The District shall provide the Association with the proposed master policy, which the Association may review and analyze for a period of at least sixty (60) days.
- c. Any disputes over the award of benefits which arise between an employee and the New Jersey State Health Benefits Plan, the district agrees to support the employee with appropriate documentation and information to assist with the claim and/or appeal process.

B. DENTAL COVERAGE

1. Dental Coverage

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 (incentive)
Remaining basic services -	60/100 (incentive)
Crowns, 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, 1998, the above deductibles shall not be applied to reimbursements for preventive and diagnostic services.

Maximum - Effective July 1, 2002 and thereafter, the per patient maximum shall be increased from \$1,500 to \$2,000.

Orthodontics (applicable to eligible dependent children only)

Co-payment 50/50

Benefits subject to a \$1,000 per case maximum separate from the maximum in B above.

4. Exclusions

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

Continuations – the comprehensive plan in effect on September 1, 1995 shall continue for the duration of this agreement.

C. PRESCRIPTION COVERAGE

The District shall provide a full family coverage prescription plan \$5.00 generic/\$7.00 brand name.

D. MAINTENANCE DRUG PROGRAM

In addition, the maintenance drug program in effect on September 1, 1995 shall continue for the duration of this agreement.

E. DUPLICATE COVERAGE EXCLUSION

1. 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.
2. It is further agreed that in the case of married employees, the District will provide, at no extra charge to the parties, prescription cards for each spouse. The parties agree that guidelines for the provision of prescription cards under this Section of the Agreement shall be mutually developed by the parties.
3. 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.

F. OPTICAL COVERAGE

The District agrees to provide, at no cost to the employee, optical coverage as detailed in Vision Service Plan A - \$20 deductible coverage, and pay the costs thereof.

G. SELECTION OF CARRIERS

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.

H.

The members of the bargaining unit shall contribute \$1,000 per annum toward the cost of hospital – medical insurance for family or spouse who are not district employees. This provision shall be effective when all other bargaining units adopt this language.

ARTICLE XI

CONFERENCES - CONVENTIONS

A. CONFERENCES EXCEEDING ONE DAY

All requests to attend conferences or seminars shall be submitted for approval in writing to the State District Superintendent. Permission to attend such conferences or seminars, if granted, shall be without loss of salary and shall include travel, lodging, registration and reimbursement of per diem expenses not to exceed fifty (\$50.00) dollars per day.

B. CONFERENCES - ONE DAY

1. Requests to attend a conference or seminar that does not require more than one day's attendance, shall be submitted for advanced approval to the State District Superintendent.
2. The District will pay all reasonable expenses incurred, including transportation costs, necessary meals and registration fees.

C. NEW JERSEY STATE PRINCIPALS AND SUPERVISORS ASSOCIATION (NJPSA) CONVENTION

Members of the Association shall be authorized to attend the NJPSA Convention. Names of attendees shall be submitted for approval by the State District Superintendent. Up to four (4) members shall be reimbursed for reasonable expenses for travel, lodging, food and registration.

ARTICLE XII POSTINGS

A. POSTINGS

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

B. POSTING PROCEDURE

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

**ARTICLE XIII
RE-ASSIGNMENTS AND TRANSFERS**

A. REASSIGNMENTS BY THE DISTRICT

Any change in school or assignment of members of the unit shall be given as soon as possible to the personnel involved and to the Association. The member(s) and the Association shall be notified in writing of any contemplated transfers prior to August 1st, if known by the District. If a transferred or re-assigned member desires a conference to discuss the contemplated transfer or re-assignment, such conference shall take place with the State District Superintendent of Schools or designee within ten (10) days after such written request is submitted to the Superintendent. Adjustments in the ten (10) day advanced notification would have to be made if the State District Superintendent or his/her designee is not scheduled to be in the District at the time the meeting is desired. It is the understanding however, that ten (10) days is the generally agreed upon meeting limit.

B. REASSIGNMENTS/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 State District Superintendent no later than April 1st.
2. The State District Superintendent shall make available to the Association the names of transfers or re-assignments, as soon as possible.

C. SALARY ADJUSTMENTS

1. Only those Principals whose employment as Principal commenced after July 1, 1992 shall be subject to a salary adjustment if transferred to a Principal position with a lower salary.
2. This provision (C1) does not apply to Principals employed prior to July 1, 1992.

ARTICLE XIV
PERFORMANCE EVALUATION

A. MONITORING/OBSERVATION

1. All monitoring or observations of work performance shall be conducted openly and with full knowledge of the individual.
2. The criteria for evaluation shall be shared with the Principal prior to the evaluation process beginning.

B. PERSONNEL RECORDS

A member of the unit shall have the right, upon request, to review the contents of his/her personnel file, to receive copies of all documents contained therein, and to have a representative of the Association accompany him/her during such review.

**ARTICLE XV
PROFESSIONAL DEVELOPMENT**

A. TUITION REIMBURSEMENT

1. A member of the unit under contract to the Paterson School District who earns additional semester credits in courses related to education which are approved by the State District Superintendent will be reimbursed for tuition at the Rutgers New Jersey State University rate for a maximum of three (3) courses or nine (9) credits per contract year which may be prorated based upon the percentage of time that the member spends in the Paterson School System in any on fiscal year as established in the guidelines below. The last day of the semester shall determine in which fiscal year the tuition would qualify for reimbursement.
2. In order to be eligible for tuition reimbursement for such approved courses, the course must be in the field of education of the member's certification or a course to obtain additional certification, unless it is part of an educational degree program, or unless this provision is waived by the State Superintendent. Additionally, the course must be taken at an accredited college or university.
3. The intent of this provision is to reimburse tuition costs for graduate courses in the areas noted above except that undergraduate courses taken within the area of a member's certification to obtain additional certification or in the area of an educational degree program may be taken, and the graduate course requirement shall be waived, by authorization and approval of the State District Superintendent of Schools.
4. A grade of "B" must be achieved in each course in order for the course to be reimbursable.
5. In the case of a degree program, the individual college's requirements for passing shall govern and if the teacher receives credit from the college, the costs of tuition, subject to the above limitation shall be reimbursable.
6. For courses taken, reimbursement shall be within sixty (60) days of receipt of transcript and summer courses will be reimbursed within sixty (60) days provided the member returns to the District.
7. Procedural guidelines for the submission of reimbursement claims shall be established by the State District Superintendent of Schools in conjunction with the Association.
8. The parties agree that the amount of money expended by the District for tuition reimbursement shall be deducted from the total District allotment of \$250,000 for all bargaining units. The Association will be allotted approximately 10% of the total amount.

9. The parties also agree that should the State College tuition rate be increased or decreased the amount of money to be expended by the District shall be increased or decreased by that same percentage.

B. MEETING(S) CALLED BY THE STATE DISTRICT SUPERINTENDENT OF SCHOOLS OR DESIGNEE

1. In non-emergency situations, the State District Superintendent or Designee shall have the right to meet with all members of the unit after the end of the regular work day, with three (3) working days advance notice.
2. Except in cases of an emergency, the meeting agenda and approximate ending time of said meeting will be included in the notification.
3. Emergency meetings can be called by the State District Superintendent or Designee, at any time, with no advance notification, agenda or approximate ending time.

ARTICLE XVI
MISCELLANEOUS PROVISIONS

A. ASSAULT

1. The District shall give full support, including legal assistance to defend or prosecute an assault and battery or similar matter, 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 District will not pay any legal expenses prohibited by New Jersey Statute, nor will the District have any obligation to assist a Principal with any private lawsuit or remedy.
2. This provision shall not prohibit the member from pursuing private remedies.

B. JOB DESCRIPTIONS

Each member of the unit shall have a job description.

ARTICLE XVII
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 for just 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 exclusively 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 XVIII
DURATION 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, 2009.

It is also agreed that negotiations for the successor agreement will begin no later than February 1, 2009 and the scatter grams for this bargaining unit shall be mutually developed by both parties based upon the 2008-2009 salary guides. Scatter grams will be completed and shared with the Association prior to January 1, 2009.

ARTICLE XIX

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:

Paterson School District
33-35 Church Street
Paterson, New Jersey 07505

Paterson Principals Association
(address of the President of the Association)
School No. 9
9 Getty Avenue
Paterson, New Jersey 07503

ARTICLE XX

RETIREMENT ALLOWANCE

Employees who retire under the Teacher's Pension and Annuity Fund, shall receive a lump sum payment according to the following formula and procedure:

A.

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 base salary at the time of retirement by 240.
3. No payment shall be made under this section unless the retiring employee has at least twenty (20) days of unused sick leave at the date of retirement.

B. Payment shall be made within thirty (30) days following the employee's effective date of retirement.

C. In the event of death, prior to date of retirement, the employee's estate shall receive said payment.

D. Special Early Retirement Incentive

Any Principal who gives notice of retirement by April 30, 2006, and retires as of June 30, 2006, will be eligible to receive one day of salary for every two days of accumulated sick leave to a maximum accumulation of 220 days and a maximum payment based on 110 days. Any Principal who gives notice of retirement by April 30, 2006, and retires as of June 30, 2007, will be eligible to receive one day of salary for every two days of accumulated sick leave to a maximum accumulation of 230 days and a maximum payment based on 115 days. In order to be eligible for this incentive, the Principal must provide the District with copies of papers filed with the Division of Pensions and Benefits indicating the Principal's intention to retire as of June 30, 2006 or June 30, 2007, as applicable. Any Principal who gives notice at any time prior to January 31, 2006 or after April 30, 2006, or who retires from the TPAF pension system after June 30, 2007, will not be eligible for this one-time special offer. Any Principal who gives notice after April 30, 2006 and retires on June 30, 2007 will not be eligible for this incentive.

ARTICLE XXI
REPRESENTATION FEE

1. If a bargaining unit member does not become a member of the Association, effective July 1st, of each new year, or during the course of the year, if he/she is a new employee, said unit member shall be required to pay a representation fee to the Association for that membership year. The purpose of the fee is to offset the cost of services rendered by the Association.
2. Prior to July 1, of each year, the Association shall notify the District in writing of the amount of the regular membership dues charged by the Association. The representation fee paid by non-members shall be equal to 85% of that amount.
3. If the representation fee is increased by law, it will automatically be increased at the beginning of the next Association membership year.
4. Prior to July 1, the Treasurer of the Association shall submit to the Business Administrator a list of employees who have not become members. The District will commence deducting the representation fee in the October paycheck and transmit it to the Association.
5. If an employee terminates his/her employment or is terminated by the District, it is agreed the total remaining portion of the representation fee shall be deducted from the employee's final pay check.
6. As near as possible, the process of collecting and distributing the representation fee shall follow the normal dues deduction process.
7. On the last working day of each month the District 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, social security number, assignment, home address and telephone number.

ARTICLE XXII
TAX SHELTER ANNUITY PROGRAMS

1. A Tax Shelter Annuity Program shall continue to be made available to employees. Carriers for said program shall be subject to approval by both the District and the Tax Shelter Joint Committee. This committee shall be composed of representative from each of the bargaining units and the district's Business Administrator. The addition of any new companies not currently being used by members of the Association shall be by mutual agreement of the District and the Joint Committee.
2. Should additional carriers of tax shelter annuity programs request consideration to participate in the school district, they shall be referred to a Joint Committee established for the purpose of reviewing said programs. The District and the Association shall have equal representation on this Joint Committee.
3. Guidelines for such review shall be established by the Joint Committee. Carriers that fail to meet the requirements established in these guidelines shall not be approved.
4. District rejection of proposed additional carriers and joint committee recommendation of additional carriers, shall not be subject to the grievance procedure.

**ARTICLE XXIII
SALARIES**

A. SALARY GUIDES

1. The salary guides for the 2005-2006, 2006-2007, 2007-2008 and 2008-2009 school years for the employees represented by the Paterson Principals Association are attached and are part of this Contract Agreement.

2. For the purpose of implementing this agreement, it is understood the no requests for retroactive payment will be made by Association members, other than base salary, longevity's or advanced degrees (i.e. conference reimbursements, tuition or medical expenses, etc.) for the applicable years of this agreement.

B. SALARY GUIDE CATEGORIES

Principal salary guides shall be classified by the following school categories:

Group I:	up to 450 elementary students
Group II:	451-900 elementary students
Group III:	901 elementary students and up
Group IV:	up to 1100 high school students
Group V:	over 1100 high school students

C. SALARY AFTER PROMOTION

1. When a 10 month employee is promoted to an administrative or supervisory position, said employee shall be placed on the "0" step of the respective salary guide.

2. The employee will be placed on the step of the salary guide that will show an increase over the salary to which the promoted employee would have been entitled in his/her previous position.

**ARTICLE XXIV
COMPLETENESS OF AGREEMENT**

The 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 seal this

PATERSON PRINCIPALS ASSOCIATION

Signed _____
President Date

Signed _____
NJPSA Representative Date

PATERSON SCHOOL DISTRICT

Signed _____
State District Superintendent Date

Signed _____
Labor Consultant Date

APPENDICES

PRINCIPAL'S SALARY GUIDES SCHEDULE B GROUP I SCHOOLS

(up to 450 Elementary Students)

(1, 7, 11, 14, 16, 17, 19, 29 Edward W. Kilpatrick, Robert Clemente, Norman S. Weir)

Step	1998-99		1999-2000		2000-2001		2001-2002	
	MA	MA +30	MA	MA+30	MA	MA+30	MA	MA+30
1	64,348	65,235	64,348	65,235	67,848	68,735	70,848	72,735
2	65,938	66,808	65,938	66,808	69,423	70,308	72,423	74,308
3	67,584	68,467	67,584	68,467	71,084	71,967	74,084	75,967
4	69,352	70,233	69,352	70,233	72,852	73,733	75,852	77,733
5	71,284	72,163	71,284	72,163	74,784	75,663	77,784	79,663
6	73,214	74,094	73,214	74,094	76,714	77,594	79,714	81,594
7	75,144	75,691	75,144	75,691	78,644	79,191	81,644	83,191
8	77,074	77,955	77,074	77,955	80,574	81,455	83,574	85,455
9	79,006	79,885	79,006	79,885	82,506	83,385	85,506	87,385
10	83,213	84,093	83,213	84,093	86,713	87,593	89,713	91,593
11	87,419	88,300	87,419	88,300	90,919	91,800	93,919	95,800
12	89,705	90,586	89,705	90,586	93,205	94,086	96,205	98,086
13	92,637	93,516	92,637	93,516	96,137	97,016	99,137	101,016
14	95,569	96,446	95,569	96,446	99,069	99,946	102,069	103,946
15					102,569	103,446	105,569	107,446

**PRINCIPAL'S
SALARY GUIDES
SCHEDULE C
GROUP II SCHOOLS
(up to 451-900 Elementary Students)
(2, 3, 4,8, 12, 13,20, 21, 24, 25, 26, 27, 28 Dale Avenue)**

Step	1998-99		1999-2000		2000-2001		2001-2002	
	MA	MA +30	MA	MA+30	MA	MA+30	MA	MA+30
1	65,497	66,372	65,497	66,372	68,997	69,872	72,997	73,872
2	67,070	67,946	67,070	67,946	70,570	71,446	74,570	75,446
3	68,728	69,606	68,728	69,606	72,228	73,106	76,228	77,106
4	70,494	71,372	70,494	71,372	73,994	74,872	77,994	78,872
5	72,424	73,304	72,424	73,304	75,924	76,804	79,924	80,804
6	74,335	75,233	74,335	75,233	77,835	78,733	81,835	82,733
7	76,284	77,165	76,284	77,165	79,784	80,665	83,784	84,665
8	78,217	79,115	78,217	79,115	81,717	82,615	85,717	86,615
9	80,147	81,027	80,147	81,027	83,647	84,527	87,647	88,527
10	84,354	85,234	84,354	85,234	87,854	88,734	91,854	92,734
11	88,560	89,441	88,560	89,441	92,060	92,941	96,060	96,941
12	90,846	91,727	90,846	91,727	94,346	95,227	93,346	99,227
13	93,776	94,657	93,776	94,657	97,276	98,157	101,276	102,157
14	96,706	97,587	96,704	97,587	100,206	101,087	104,206	104,587
15					103,706	104,587	106,706	108,587

**PRINCIPAL'S
SALARY GUIDES
SCHEDULE D
GROUP III SCHOOL & GROUP IV SCHOOLS
(Over 901 Elementary Students or under 1100 High School Students)
(5, 6, 10, 15, 18, Adult School, Rosa Parks High School)**

Step	1998-99		1999-2000		2000-2001		2001-2002	
	MA	MA +30	MA	MA+30	MA	MA+30	MA	MA+30
1	67,694	68,574	67,694	68,574	71,194	72,074	74,194	76,074
2	69,266	70,145	69,266	70,145	72,766	73,645	75,766	77,645
3	70,923	71,802	70,923	71,802	74,423	75,302	77,423	79,302
4	72,688	73,565	72,688	73,565	76,188	77,065	79,188	81,065
5	74,617	75,493	74,617	75,493	78,117	78,993	81,117	82,993
6	76,549	77,425	76,549	77,425	80,049	80,925	83,049	84,925
7	78,479	79,357	78,479	79,357	81,979	82,857	84,979	86,857
8	80,411	81,288	80,411	81,288	83,911	84,788	86,911	88,788
9	82,341	83,218	82,341	83,218	85,841	86,718	88,841	90,718
10	86,548	87,425	86,548	87,425	90,048	90,925	93,048	94,925
11	90,754	91,631	90,754	91,631	94,254	95,131	97,254	99,131
12	93,040	93,917	93,040	93,917	96,540	97,417	99,540	101,417
13	95,970	96,847	95,970	96,847	99,470	100,347	102,470	104,347
14	98,900	99,777	98,900	99,777	102,400	103,277	105,400	107,277
15					105,900	106,777	108,900	110,777

**PRINCIPAL'S
SALARY GUIDES
SCHEDULE E
GROUP V SCHOOLS**
(over 1100 High School Students/over 1200 Elementary Students)
(Eastside High School, John F. Kennedy High School,
Martin Luther King, Jr. Educational Complex, School No. 9)

Step	1998-99		1999-2000		2000-2001		2001-2002	
	MA	MA +30	MA	MA+30	MA	MA+30	MA	MA+30
1	69,694	70,856	69,694	70,856	73,464	74,356	76,464	78,356
2	71,539	72,428	71,539	72,428	75,039	75,928	78,039	79,928
3	73,200	74,086	73,200	74,086	76,700	77,586	79,700	81,586
4	74,968	75,850	74,968	75,850	78,468	79,350	81,468	83,350
5	76,900	77,779	76,900	77,779	80,400	81,279	83,400	85,279
6	78,830	79,709	78,830	79,709	82,330	83,209	85,330	87,209
7	80,762	81,640	80,762	81,640	84,262	85,140	87,262	89,140
8	82,690	83,571	82,690	83,571	86,190	87,071	89,190	91,071
9	84,623	85,500	84,623	85,500	88,123	89,000	91,123	93,000
10	88,830	89,705	88,830	89,705	92,330	93,205	95,330	97,205
11	93,036	93,910	93,036	93,910	96,536	97,410	99,536	101,410
12	96,322	96,196	96,322	96,196	99,882	99,696	102,822	103,696
13	98,252	99,126	98,252	99,126	101,752	102,626	104,752	106,626
14	101,182	102,056	101,182	102,056	104,682	105,556	107,682	109,556
15					108,182	109,056	111,182	113,056