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02-46

Final

AGREEMENT

Between:

BOARD OF EDUCATION OF PARAMUS

and the

PARAMUS ASSOCIATION OF SCHOOL ADMINISTRATORS

1970-1971

TERM OF AGREEMENT:

This agreement shall be effective as of July 1, 1970 and shall continue in effect until June 30, 1972 with the provision that if ratios are increased for any staff member for the 1971-72 school year, administrators' ratios will also be increased.

WHEREAS, the parties have reached certain understandings which they desire to confirm in this Agreement,

In consideration of the following mutual covenants, it is hereby agreed as follows:

ARTICLE I

Recognition

Pursuant to Chapter 303, Public Laws, 1968, the Paramus Board of Education recognizes the Paramus Association of School Administrators as the exclusive negotiating representative for collective negotiations concerning the terms and conditions of administrators' employment for the unit described herein, including:

Principals, Elementary

Principals, Junior High School

Principal, High School

Vice Principals, Junior and Senior High Schools

Assistant Principals, Senior and Junior High Schools

Curriculum Coordinator

Administrative Assistant

Director of Guidance, Research & Special Education

ARTICLE II

Negotiations and Agreement

The parties agree to negotiate in a good faith effort to reach agreement pursuant to Chapter 303, Public Laws of 1968.

This agreement, once negotiated, shall not be modified in whole or in part by the parties, except by an instrument in writing, duly executed by both parties.

This agreement shall constitute policy for the Board towards the Association for the term of the agreement, and shall be given full force and effect as such.

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

ARTICLE III

Board-Administrator Relationships

A. For day to day operation 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 school system.

B. Liaison:

A liaison committee consisting of designated members of the Association, the Superintendent of Schools and designated members of the Board shall meet at least five (5) times a year 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 prior to a regularly scheduled Board of Education meeting. Agendas shall be formulated and exchanged between both parties prior to such meetings.

ARTICLE IV

Calendar

The Board of Education and the Association agree that it is the responsibility of the administrator to structure his time and organization to insure that all duties are performed and obligations are met. This concept recognizes the professional nature of the position and

that any time limitation diminishes the position. Nevertheless, the demands of the position can be so time consuming as to warrant the following guarantee:

12 month contract:

1. A twenty-two (22) day vacation for all administrators during the months of July and/or August.
2. Administrators may avail themselves of all holidays and recess periods, provided such does not interfere with their primary responsibilities and providing administrative personnel is available at all times.
3. The contractual period shall be July 1 - June 30.

10 month contract:

1. All administrators shall be granted all holidays and recess periods granted to teachers as per the yearly school calendar.
2. The contractual period shall be September 1 - June 30.

ARTICLE V

Leaves

Personal:

The Board of Education and the Association recognize that occasions will arise when the administrator must absent himself from his school for personal reasons for relatively short periods. The administrator and the Superintendent of Schools will discuss the reason and arrange for the duration of the leave, provided however, the superintendent shall have sole discretion in approving or disapproving the same.

Sick Leave:

A - Types

1. Cumulative:

Sick Leave - Every administrator 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) school days in each school year. Said sick leave shall be cumulative, and any such sick leave that remains unutilized at the end of the school year shall be carried from year to year unless, and until it is used in any of such subsequent years.

2. Non-Cumulative:

If, in the opinion of the school medical inspector, the nature of an illness or injury is such as to require an administrator to be confined to home or hospital for not less than twenty-eight consecutive calendar days, such administrator shall be allowed, in addition to the sick leave provided in Paragraph 1 of this Section, sick leave with full pay for twenty school days in each school year. The additional sick leave hereby provided shall not be cumulative.

3. Prolonged Statutory:

If an administrator's absence shall be the result of a personal injury caused by an accident arising out of, and in the course of his employment, such administrator shall be allowed sick leave with full pay for the entire period of such absence for up to one calendar year. Such leave shall not be charged to the sick leave provided in Paragraph 1 of this section.

4. 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 employment, shall be such as to require an administrator's absence for a consecutive number of days in excess of the aggregate number of days for which full pay shall be

payable under Paragraphs 1 and 2 of this Section the BOARD, may, if the Superintendent shall so recommend,

- (a) terminate the administrator's employment by reason of inability of the administrator to return to work within a reasonable time; or
- (b) grant a leave of absence not exceeding a total of one 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 Paragraphs 1 and 2 of this Section, the BOARD may, in its sole discretion, on a case to case basis, grant (a) leave with full pay less the amount of the prevailing substitute administrator rate of pay, or (b) leave with partial pay, or (c) leave with no pay.

B. PROCEDURES:

1. Physicians' Certificate

An administrator 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 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 a statement of his unused accumulation of sick leave days as of the end of the school year.

3. Notification

As soon as an administrator shall find it necessary to be absent

because of illness or emergency, he shall, as soon as he is able to do so, cause notice to be given of such absence.

ARTICLE VI

Sabbatical Leave

A. General:

The purpose of sabbatical leave is to encourage the development of instructional service to the highest level of quality and efficiency. Sabbatical leave is a privilege granted to an administrator for his professional advancement so that he may resume his administrative post better prepared to serve the school system.

The granting of sabbatical leave shall be at the discretion of the BOARD based upon the recommendation of the Superintendent.

The principal criterion for judging any request for sabbatical leave is whether, in the sole judgment of the BOARD, it will contribute to the improvement of the administrative service.

B. Eligibility:

Any administrator who shall have completed at least seven successive years of satisfactory service in the Paramus school system with a minimum of 2 years experience as an administrator and who shall not have reached his 59th birthday prior to the commencement of the leave applied for, may, upon the recommendation of the Superintendent, be granted a leave of absence.

C. Purpose of Leave:

1. Up to one (1) academic year for travel if the travel is clearly related to and specifically planned for the professional advancement of the administrator; or

2. Up to one academic year for the purpose of study at a college or university for an advanced degree.
3. Up to one academic year for the purpose of rest and restoration of health.

D. Number of Leaves Authorized:

Not more than one (1) administrator in the system shall be granted sabbatical leave during the same school year. Leave for BOARD initiated study may be granted on the same basis of allowing time and salary for a period not to exceed a full year using the same criteria of eligibility contained in the sabbatical leave policy. Such leave shall be in addition to and shall not negate any sabbatical leave.

E. Application for Leave:

Application for sabbatical leave shall be made on or before November 15 of any year except for C 3. If approved, such leave shall become effective at the beginning of the succeeding school year.

Application shall be made upon a regular form prescribed by the Superintendent and shall clearly state the nature, purpose, and professional benefits of the proposed activity for which the sabbatical leave is requested.

In recommending sabbatical leave of absence, the Superintendent shall give consideration to the use to be made of requested leave and to seniority in service within the Paramus school system. Due consideration shall be given to the reasonable and equitable distribution of leaves among the different schools and departments.

Each applicant shall be notified promptly in writing by the Superintendent of the decision of the BOARD concerning his application.

F. Salary:

The salary paid to an administrator on sabbatical leave shall be full annual contractual salary to which he would have been entitled had the administrator not been on leave, less the regular deductions.

Salary checks shall be issued to an administrator on sabbatical leave in accordance with the salary schedule for all administrators in the Paramus public school system.

G. Status of Tenure and Pension:

The period of sabbatical leave shall count as regular service for the purpose of retirement. Contributions by the administrator to the retirement fund shall continue as usual during such period. Tenure rights shall not be impaired. The period of time spent on sabbatical leave shall be counted for the purpose of salary increment and seniority in the same manner as if the administrator had been actively engaged in administrating.

H. Illness or Accident Shall Not Invoke Forfeiture:

In the event that the program of study or travel being pursued by the administrator on sabbatical leave should be interrupted by serious accident or illness to the administrator such an interruption shall not constitute a breach of conditions of such leave nor prejudice the administrator in receiving all rights and privileges provided for under the terms of his sabbatical leave, provided that the Superintendent was notified of such accident or illness within ten (10) days of its occurrence and was subsequently furnished with satisfactory evidence thereof.

I. Forfeiture of Leave:

If the Superintendent shall become convinced that an administrator on sabbatical leave is not fulfilling the purpose of such leave of absence, he shall immediately report this fact to the BOARD. The BOARD may terminate the leave of absence as of the date of its abuse, after giving the administrator an opportunity to be heard..

J. Subsequent Service-Return to Active Duty:

An administrator to whom a sabbatical leave is granted shall hereby be deemed to have entered into a contract to continue in the Service of the BOARD for a period of at least one full academic year immediately following the year in which the sabbatical leave is taken.

An administrator on sabbatical leave shall notify the Superintendent of his intention to resume his duties as follows:

1. For any leave terminating on June 30, not later than April 1.
2. For any leave terminating on January 31, not later than December 1.

Failure of an administrator to give such notification may be construed by the BOARD to be a statement that the administrator does not wish to continue in the employ of the BOARD and may be accepted by the BOARD as the administrator's resignation.

If an administrator shall fail to continue in the service of the BOARD after a sabbatical leave of absence, the administrator shall repay to the BOARD a sum of money equal to the amount of salary received while on leave, unless such administrator is incapacitated, has been discharged, or has been released from this obligation for good and sufficient reasons approved by the BOARD.

K. Reinstatement:

At the expiration of a sabbatical leave, the administrator shall be reinstated in the position held at the time such leave was granted unless otherwise mutually agreed upon. This presupposes, however, that conditions have not arisen that would have changed such administrator assignment and type of work had he remained in active service. A further condition is the presentation of evidence, satisfactory to the Superintendent, that the period of leave has been utilized in good faith for the purpose for which it was granted.

ARTICLE VII

Grievance

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 the Association or the Board claims there has been a violation, misapplication or, misinterpretation of the agreement or of any existing written Board policy of the school system.

Nothing in this agreement shall prevent any administrator from discussing his grievance with his appropriate superior, provided that the resolution of the grievance is not inconsistent with terms and conditions of employment of the administrator represented by the Association.

Stage 1 - Superintendent:

A - An administrator or the association, having a grievance shall within five (5) school days of the alleged grievance discuss it with the Superintendent. The Board shall present its grievance to the Association within the same time limits.

B - If the grievance is not resolved informally it shall be reduced to writing and presented to the Superintendent within 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

and the Association. Failure of the Superintendent to render a decision as aforesaid shall mean the grievance is denied.

Stage 2 - Board of Education:

A - If the administrator or the Association are not satisfied with the decision at Stage I, the administrator or association will file an appeal in writing with the Board within fifteen (15) school days after receiving the decision at Stage 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 of Education or its designee shall hold a hearing on the grievance.

C - Within ten (10) school days after the conclusion of the hearing, the Board of Education shall render a decision, in writing, on the grievance. Copies of the decision shall be distributed to the grievant, the Superintendent and the Association.

Stage 3 - Arbitration:

A - After such hearing, if the administrator and/or Association are not satisfied with the decision at Stage 2, it may submit the grievance to arbitration by written notice to the Board of Education within fifteen (15) school days of the decision at Stage 2.

B - Within five (5) days after such written notice of submission to arbitration, the Board of Education 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 the specific 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 oral hearings have been waived, then from the date the final statements and proofs are submitted to him. 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 of Education and the Association.

ARTICLE VIII

Salary

The Association accepts the administrative salary program for 1970-71, 1971-72 as stated in the Board of Education minutes of the Regular Meeting held on Monday, February 9, 1970.

The Board of Education and the Association agree that the hospitalization program for 1970-71 as stated in the Board of Education minutes of the Regular Meeting held on Monday, February 9, 1970 will be in force during 190-71. The Board of Education and Association agree that all insurance benefits accorded to teachers as a group, will be granted to administrators.

This AGREEMENT is entered into this _____ day of _____ 19 ____, by and between the BOARD OF EDUCATION OF PARAMUS, the BOROUGH OF PARAMUS, NEW JERSEY, hereinafter called the "BOARD" and the PARAMUS ASSOCIATION OF SCHOOL ADMINISTRATORS, hereinafter called the "ASSOCIATION". In WITNESS WHEREOF the parties hereto have caused this instrument to be signed and sealed the day and year first above written.

For Paramus Board of Education _____

President

For Paramus Association of School Administrators

President

WITNESSETH: