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02-46

AGREEMENT

Between:

BOARD OF EDUCATION OF PARAMUS

and the

PARAMUS ASSOCIATION OF SCHOOL ADMINISTRATORS

for the period of

July 1, 1981 to June 30, 1983

Bergen

TERMS OF AGREEMENT:

This agreement shall be effective as of July 1, 1981 and shall continue in effect until June 30, 1983.

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, 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 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 following categories of personnel:

Principals, Elementary

Principals, Middle School

Principals, High School

Vice Principals

Supervisor of Health and Physical Education 6-12 and

High School Director of Athletics

Curriculum Coordinator K-8

ARTICLE II

The parties have negotiated in good faith and have reached the following points of agreement 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.

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 II cont'd

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 to the extent required by such determination. All other provisions hereof shall remain in full force and effect.

ARTICLE III

Board-Administrator Relationships

Both parties acknowledge that the efficient and effective operation of the school system depends on a clear recognition of the Board's policy making role on one hand and the administrative role on the other hand and 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.

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.

Article III cont'd

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

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 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 administrators during the months of July and/or August provided such administrators shall have worked the full preceding contract period. Administrators who have worked for a lesser period of time shall have a vacation period on a pro-rata basis.
2. 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 two years of the Agreement.

Article IV cont'd

10-month contract

1. Administrators shall be granted holidays and recess periods in accordance with the school calendar.
2. The contract year shall be defined as September 1st through June 30th 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.

ARTICLE V

Absence for Personal Business

If it becomes necessary for the administrator to be absent from his building to attend to personal business, he will discuss the matter with the Superintendent who may approve or disapprove such requests.

ARTICLE VI

Sick Leave

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 em-

Article VI cont'd

ployed 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: *

All administrators shall, at the beginning of each school year in the case of administrators employed on a ten (10) month basis and at the beginning of each contract year in the case of administrators employed on a twelve (12) month basis, have, in addition to their Cumulative Sick Leave days such number of Non-Cumulative Sick Leave days as is equal to one-half the number of their Cumulative Sick Leave days; provided, however, that in no event shall the number of Non-Cumulative

* So long as the ruling of the Public Employment Relations Commission in Borough of Verona Board of Education and Verona Education Association, Docket No. SN-79-2, PERC No. 79-29, decided December 15, 1978, and the ruling of the Commissioner of Education in Ramsey Teachers' Association, etal v. Board of Education of the Borough of Ramsey, 1978, S. L. D. decided June 5, 1978, are not overturned by a final order of either the Appellate Division of the Superior Court of New Jersey or the Supreme Court of New Jersey or by legislation amending Chapter 309 of Title 18A of the Statutes of New Jersey, the provisions of this Agreement relating to Non-Cumulative Sick Leave shall be null and void and of no force and effect. In the event such rulings are so overturned, the provisions of this Agreement relating to Non-Cumulative Sick Leave shall thereupon become effective and binding upon the parties.

Article VI cont'd

Sick Leave days of an administrator employed on a ten (10) month basis exceed sixty-two (62) in number as of the beginning of a school year; and provided further that in no event shall the number of Non-Cumulative Sick Leave days of an administrator employed on a twelve (12) month basis exceed seventy-two (72) days in number as of the beginning of a contract year.

If, in the opinion of the school medical inspector, the nature of an illness or injury requires an administrator to be confined to home or hospital for not less than twenty-nine (29)

Article VI cont'd

consecutive working days, both the Cumulative Sick Leave days and the Non-Cumulative Sick Leave days of said administrator shall be charged to such confinement by alternately charging first a Cumulative Sick Leave day and then a Non-Cumulative Sick Leave day and by continuing to alternately charge Cumulative and Non-Cumulative Sick Leave days to such confinement in such manner until all Non-Cumulative Sick Leave days have been exhausted, in which event said administrator's unutilized Cumulative Sick Leave days alone shall be charged to such confinement until all Cumulative Sick Leave days have been exhausted.

If such confinement does not result in an exhaustion of all Non-Cumulative Sick Leave days, the unutilized Non-Cumulative Sick Leave days may be used in conjunction with any unutilized Cumulative Sick Leave days only pursuant to the provisions of this Subsection, only in the manner described in this Subsection, and only during the school year or contract year, as the case may be, in question. Unutilized Non-Cumulative Sick Leave days shall not be carried from year to year.

Said administrator shall provide a physician's certificate at the commencement of such confinement, or as soon thereafter as is medically possible, certifying that such confinement shall continue for not less than twenty-nine (29) consecutive working days.

Article VI cont'd

3. Prolonged Statutory:

If an administrator's absence shall be the result of a personal injury caused by an accident arising out, 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

Article VI cont'd

- (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 VII

Sabbatical Leave

A. General

The purpose of sabbatical leave is to encourage the development of instructional service to the highest level of quality

Article VII cont'd

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 (7) successive years of satisfactory service in the Paramus school system with a minimum of two (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 sabbatical leave of absence.

C. Duration 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 (1) academic year for the purpose of study at a college or university for an advanced degree.

Article VII cont'd

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. 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.

Article VII cont'd

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 an administrator on sabbatical leave shall be interrupted by serious accident or illness, the administrator shall be immediately transferred to sick leave status provided the Superintendent was notified of such accident or illness within ten (10) days of its occurrence and was subsequently furnished with satisfactory evidence thereof. Such an interruption, while not constituting a breach of conditions of said leave, shall not cause the sabbatical to be extended beyond the dates fixed by Board resolution.

Article VII cont'd

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 BOARD after a sabbatical leave of absence, the administrator shall repay to the BOARD a sum of money equal to the amount of salary

Article VII cont'd

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 VIII

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.

Article VIII cont'd

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 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 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 1, the administrator or association will file an appeal in writing with the Board within fifteen (15)

Article VIII cont'd

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.

Article VIII cont'd

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 IX

Salary

The Board of Education and the Paramus Association of School Administrators agree to the implementation of the following salary program for the two year period from July 1, 1981 to June 30, 1983 for administrator's rendering satisfactory service:

Article IX cont'd

A. During the first year of the Agreement (1981-82) each administrator shall have his/her salary increased by a sum which shall be determined by multiplying nine percent (9%) times his/her salary for the 1980-81 contract year.

1. Also, during the first year of the Agreement any administrator whose salary for the 1980-81 contract year is \$500. or more below the highest salary being paid in his category of the administrative salary schedule for that year shall be eligible to receive an increment of \$500 and;
2. Any administrator whose salary for the 1980-81 school year is less than \$500 below the highest salary being paid in his category of the administrative salary schedule for that year shall be eligible to receive an increment of such lesser amount necessary to put his salary at the maximum salary for his category.

B. During the second year of the Agreement (1982-83) each administrator shall have his salary increased by a sum which shall be determined by multiplying nine percent (9%) of his salary for the 1981-82 contract year.

1. Also during the second year of the Agreement any administrator whose salary for the 1981-82 contract year is \$500 or more below the highest salary being paid in his category of the administrative salary schedule for that year shall be eligible to receive an increment of \$500 and;

Article IX cont'd

2. Any administrator whose salary for the 1981-82 school year is less than \$500 below the highest salary being paid in his category of the administrative salary schedule for that year shall be eligible to receive an increment of such lesser amount necessary to put his salary at the maximum salary for his category.
- C. Administrators shall be notified, during each year of the within Agreement, of their contract and salary status for the succeeding year not later than April 30 of the preceding year.

ARTICLE X

Medical Benefits

The Board of Education and Association agree that the following insurance benefits shall be granted to administrators:

1. 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 up to \$1,500.00, and including prevailing fee provisions, shall remain in effect for each participating administrator for and during the period of his employment by the Board.
2. The Board shall pay the full premium chargeable to each participating administrator, for either single, husband-wife, or family coverage, whichever may be applicable. The Board, the Association, and the administrators agree to cooperate to try to avoid situations in which administrators who have independent New Jersey Blue Cross-Blue Shield and/or Rider J coverage receive duplicate coverage under this Agreement.

Article X Cont'd.

3. During the first year of the Agreement (1981-82) the Board shall provide for reimbursement of medical/dental/tuition * expenses for the administrator and/or members of his immediate family (spouse or dependent children) in an aggregate amount not to exceed three hundred dollars (\$300.)

During the second year of the Agreement (1982-83) the aggregate amount allowed for medical/dental/tuition * expenses shall be increased by multiplying the amount of three hundred dollars (\$300.) allowed in the first year of the Agreement by a percentage which is equivalent to the Department of Labor Statistics, Consumer Price Index (All-Items Figures) percentage increase for the New York City and Northeastern New Jersey Area for the period December 1, 1980 through November 30, 1981.

ARTICLE XI

RETIREMENT STIPEND

A. Each administrator who shall retire during the life of this contract and who shall have rendered fifteen ** or more years of service to the Paramus Public Schools shall be eligible for a retirement stipend, said stipend to be determined by multiplying the sum of sixty dollars (\$60.00) times fifty percent (50%) of the number of unused days of cumulative sick leave as of the date of retirement. This benefit shall be paid within thirty (30) days of the date of retirement except that at the option of the retiree, the benefit may be paid in January of the immediately ensuing calendar year.

* Tuition for administrators only.

** 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.

Article XI cont'd.

B. In the event of the death of an administrator, while actively employed in the Paramus School District, his beneficiary, as stipulated on his pension insurance (Teacher's Pension and Annuity Fund), shall receive the amount determined by the computation in Paragraph A above.

PARAMUS PUBLIC SCHOOLS
PARAMUS, N.J.

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PARAMUS ASSOCIATION OF SCHOOL ADMINISTRATORS

SALARY GUIDE

YEAR: 1981 - 1982

YEAR I

<u>CATEGORY I</u>	<u>1981-82</u>	<u>CATEGORY II</u>	<u>1981-82</u>
	\$ 30,520.		\$ 28,885.
HIGH	32,155.	MIDDLE	30,302.
	33,790.		31,828.
SCHOOL	35,425.	SCHOOL	33,463.
	37,060.		35,098.
PRINCIPAL	38,695.	PRINCIPAL	36,733.
	40,330.		38,368.
	42,096.		40,074.
<u>CATEGORY III</u>	<u>1981-82</u>	<u>CATEGORY IV</u>	<u>1981-82</u>
HIGH SCHOOL	\$ 27,795.		\$ 27,795.
	28,994.	*	29,212.
VICE-PRINCIPAL	30,302.		30,520.
AND	31,719.		31,898.
	33,136.		33,136.
CURRICULUM	34,553.		34,444.
	36,079.		35,752.
COORDINATOR - K-8	37,715.		37,382.

* Elementary Principal
Middle School Vice-Principal
Supervisor of Health & Phys. Ed. 7-12 -
H.S. Athletic Director

TOTAL EMPLOYEES IN UNIT = 17

**PARAMUS PUBLIC SCHOOLS
PARAMUS, N.J.**

PARAMUS ASSOCIATION OF SCHOOL ADMINISTRATORS

SALARY GUIDE

YEAR: 1982 - 1983

YEAR II

<u>CATEGORY I</u>	<u>1982-83</u>	<u>CATEGORY II</u>	<u>1982-83</u>
HIGH SCHOOL PRINCIPAL	\$ 33,267. 35,049. 36,831. 38,613. 40,395. 42,178. 43,960. 45,885.	MIDDLE SCHOOL PRINCIPAL	\$ 31,485. 33,029. 34,693. 36,475. 38,257. 40,039. 41,821. 43,681.
<u>CATEGORY III</u>	<u>1982-83</u>	<u>CATEGORY IV</u>	<u>1982-83</u>
HIGH SCHOOL VICE-PRINCIPAL AND CURRICULUM COORDINATOR - K-8	\$ 30,297. 31,603. 33,029. 34,574. 36,118. 37,663. 39,326. 41,109.	*	\$ 30,297. 31,841. 33,267. 34,769. 36,118. 37,544. 38,970. 40,746.

* Elementary Principal
Middle School Vice-Principal
Supervisor of Health & Phys. Ed. 7-12 -
H.S. Athletic Director

TOTAL EMPLOYEES IN UNIT = 17

This AGREEMENT is entered into this _____ day of _____
_____, 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: