

THE PATERSON SCHOOL DISTRICT Cabinet

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Dr. H. Benjamin Williams

State District Assistant Superintendent

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Curriculum/Instruction

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Director of Labor Relations

Philomena Pezzano
Director of Personnel

Louis Flora, Esq.

General Counsel

Dr. David Noriega

Compliance & Long Range Planning Officer

Dr. Anna DeMolli

Assistant Superintendent,

School Operations

Robert Davis

Interim Business Administrator

Dr. EmmaJean Stepherson

Assistant Superintendent,

School Operations

Emilie Renna

Assistant Superintendent,

School Operations

Ms. Joy Friedman

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Zaida Mostacero

Ombudsperson

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THE NEGOTIATING TEAMS

PATERSON PRINCIPALS ASSOCIATION

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Edward Watts, NJPSA Field Representative

Marian Rabel, Principal, School No. 8

Richard Garibel, Principal, John F. Kennedy High School

Margaret Mary Dalton, Principal, School No. 9

Robert Howell, Principal, Dale Avenue School

Dorothy Rowe, Principal, School No. 26

PATERSON SCHOOL DISTRICT

Dr. Nancy A. Jorgensen, Director of Labor Relations

Robert Tosti, Esq., Labor Counsel

Dr. E. Jean Stepherson, Assistant Superintendent for School Operations

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AGREEMENT

This Agreement entered into this 1st day of July, 1994 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

- 1. Neither party hereto shall have any control over the selection of the negotiating representatives of the other party.
- 2. 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 preceding 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.
- 3. 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

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.

Aggrieved Person

An "aggrieved person" is the person or persons making the claim.

3. Party in Interest

A "Party in Interest" is the person or persons making the claim and any person who might be required to take action or against whom action might be taken in order to resolve the claim.

B. PURPOSE

The purpose of this procedure is to secure at the lowest possible level, equitable solutions to the problems which may from time to time arise affecting members of the unit. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at 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 five (35) 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 seven (7) calendar days after the grievance was presented at Level I, he/she may file the grievance, in writing, to the State District Superintendent of Schools or his/her designee. The written application at Level II must include:
 - The nature of the grievance
 - · The results of the previous discussion at Level I
 - The basis of dissatisfaction with the determination at Level I
 - A copy of a notice to the appropriate assistant superintendent of school operations, notifying that supervisor of the filing as a Level II grievance.
- 2. The State District Superintendent or Designee shall convene a hearing for the grievance within fourteen (14) calendar days of receipt of the application for a hearing. All parties in interest shall have the right to be heard at the level II hearing.
- 3. The State District Superintendent or designee shall notify the aggrieved person and the association of the determination within seven (7) calendar days following the hearing.

F. LEVEL III - ARBITRATION

- 1. If the Association is not satisfied with the outcome or lack of a decision within twenty (20) calendar days from the date set for the Level II hearing, it may file a written demand for Arbitration.
- 2. 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 Relations Commission by either party. The parties shall then be bound by the rules and procedures of the New Jersey Public Employment Relations Commission...

- 3. 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) calendar days from the date of the close of the hearings or, if oral hearings have been waived, then from the date the final statements and proofs on the issues are submitted to him or her. The arbitrator's decision shall be in writing and shall set forth his/her findings of fact, reasoning and conclusions on authority to make any decision which requires the commission of an act prohibited by law or which is violative 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.
- 4. 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.

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 or Designee 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 Statues. 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) working days to respond to the complaint.
 - 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, 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 workings 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 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

- Commencing the 1993/94 school year, Principals will work 194 days from September 1, to
 June 30. Six (6) of the twelve (12) days will be scheduled by the Principal and the remaining
 six (6) will be scheduled by the State District Superintendent. The dates selected by the
 Superintendent will not be during religious holidays such as: Christmas or Easter, and not
 during school vacations. These days do not include the summer work schedule of twenty
 (20) days for a grand total of 214.
- 2. The summer work schedule will include twenty (20) regular work days. It is expected that these work days will generally be served during the first ten (10) days of July and the last ten (10) days of August. However, it is also the intent of the school district to allow flexibility in the selection of these days and variations may be made with the approval of the State District Superintendent and his/her representative.
- 3. Any adjustments made necessary by the implementation of the school calendar will be mutually discussed and may be approved.

ARTICLE VII WORK DAY

- A. It is agreed that the minimum work day will be 7:30 a.m. to 3:30 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. 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.

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. Unused sick leave days shall be accumulated with no maximum limit.

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

- Members of the unit shall be entitled, beginning with the first day of school, to five (5) working days of personal leave. The unused days shall be accumulated from year to year as sick leave.
- Personal leave may be taken only if before September 15 or after June 15, approved by the State District Superintendent or designee in advance of the proposed absence. Personal leaves may not be taken before or after a holiday.
- 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

- Members of the unit are entitled to four (4) calendar days leave for death of spouse, child or parent(s), siblings, grandparents, grandchildren, or spouse'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.
- a) Requests from tenured administrators for leave of absence on account of child rearing, preparation for childbirth or adoption shall be acted upon individually by the Board on the recommendation of the State District Superintendent.
- b) Extended leave for preparation for childbirth child rearing or adoption shall run from their commencement date until the end of that school year. Extended leaves for child rearing or adoption shall be extended upon application by April 1st of the initial leave year or thirty (30) days after the date of birth or adoption, whichever is later, for the subsequent full school year. No further extensions shall be granted.

c) In special circumstances, the Board may grant a child rearing leave which terminates prior to the end of a school year. Its refusal to grant such a leave, however, shall not be subject to the grievance procedure.

2.

- a) Any pregnant administrator may apply to the Board of Education for a disability leave of absence and shall be granted the leave. The leave dates shall be supported by a physician' certificate which shall allow for disability twenty (20) work days before and after the anticipated date of birth upon a specific physician's certificate supporting same.
- b) Accumulated sick days may be utilized during the disability period.
- c) The approved disability leave shall be extended for unanticipated disability related to the childbirth upon provision of a physician's certificate.
- d) The Board of Education retains the right to confirm the conclusion of any physician's certificate provided under this article by having the administrator examined by its own physicians at the board's expense. If the two physicians disagree, they shall choose a third physician who shall examine the administrator and whose decision shall be final and binding upon the parties.
- e) A non-tenured administrator shall only be entitled to leave up to the expiration of her contract. A non-tenured administrator shall not be denied reemployment on the basis that she is pregnant or on leave.
- f) A pregnant administrator may be relieved from duty because her work performance has noticeably declined due to health reasons and she cannot obtain a physician's certificate that she is medically able to continue working, or for other reasons applicable to all administrators under Title 18A. No pregnant administrators may be relieved from her duties solely on the fact that she is pregnant or that her pregnancy has reached a specific number of months.

D. SABBATICAL LEAVE

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

- No more than two (2) sabbatical leaves will be granted to qualified members of the unit in any school year.
- Requests for sabbatical leave must be received
 by the State District Superintendent on an official application form as follows:
 - 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.
 - 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.
 - 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.
 - 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.
- a. 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, and if not to another position consistent with the title of principal with due regard for tenure and seniority.
- 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) calendar 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

- Time necessary for appearances in any arbitration, criminal, quasi-criminal, workman's compensation proceeding or other legal proceeding pertaining to Paterson School District 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.
- 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.
- 2. The unpaid leave process will be in accordance with the state and federal family leave acts, leaves of absences satisfying the statutory purposes of those leaves shall be granted upon appropriate request of the principal.
- Other leaves of absence without pay may be granted by the District for good reason.
- 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. The district shall provide full family coverage. The following coverage is based upon the usual customary and reasonable fee concept:
 - 2. Co-payment:
 - Preventive and diagnostic 80/100
 - Remaining basic services 60/100
 - Crowns, inlays and gold restorations 50/50
 - Prosthodontic benefits 50/50
 - Deductible:
 - \$25.00 per patient per contract year
 - \$75.00 family maximum aggregate

Effective July 1, 1992 the District will institute the Delta Dental Incentive/Premier Unique Plan and permit enrollment in Delta Incentive/Preferred Unique and Delta Care (Plan E) programs as alternatives.

- Maximum \$1,000.00 per patient in any calendar year.
- 5. 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 Section 4.

6. Exclusions

- Exclusions dependent children are not covered for prosthodontic benefits or for crowns, inlays and gold restorations.
- b. Continuations the comprehensive plan currently in effect shall continue for the duration of this agreement.

C. PRESCRIPTION COVERAGE

- The District shall provide a full family coverage prescription plan with a \$2.00/\$3.00 co-pay starting July 1 of the 1994/95 school year and a \$3.00 generic/\$5.00 name brand co-pay starting July 1 of the 1995/96 school year and pay the premiums therefore.
- 2. In addition, the maintenance drug program in effect on September 1, 1991 shall continue for the duration of this agreement.

D. 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.

E. 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.

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 or designee. 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

- Requests to attend a conference or a 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 upon receipt of documentation within thirty (30) days of attendance.

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

- 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.
- Notification for applications shall be posted and circularized in the schools by the State
 District Superintendent's Office and various building administrators for at least ten (10)
 days whenever possible prior to the final due date.
- 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 five (5) days after such written request is submitted to the Superintendent. Adjustments in the five 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 five (5) days is the generally agreed upon meeting limit.

B. REASSIGNMENTS/TRANSFERS REQUESTED BY MEMBERS OF THE UNIT

- 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

- 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.

- All monitoring or observation of the work performance of the Principal shall be conducted openly and with full knowledge of the principal. A Principal shall be given a copy of the Evaluation Report, in writing, on the day before an evaluation conference with the principal's supervisor.
- 2. No material regarding a Principal's performance shall be placed in his professional files unless the principal has been permitted to review such material and has had an opportunity to affix his signature to the copy to be filed with the express understanding that such signature in no way indicates agreement with the contents thereof. The Principal shall also have the right to submit a written answer to such material and his answer shall be reviewed by the Superintendent or representative and attached to the file copy.
- 3. No complaint or derogatory material regarding a Principal shall be placed in his professional files unless the Principal has had an opportunity to affix his signature to the copy to be filed with the express understanding that such signature in no way indicates agreement with the contents thereof. The Principal shall also have the right to submit a written answer to such material and his answer shall be reviewed by the Superintendent and attached to the file copy.
- 4. All copies of written annual performance reports shall be issued in the name of the Principal's immediate supervisor. Each Principal shall receive a copy of any such report which shall remain confidential to the extent permitted by law. Prior to filing the annual performance report in the Principal's personnel file, the Principal's immediate supervisor shall hold a conference with the Principal to review the report unlessthe principal's unavailability prevents such a conference from occurring. The Principal shall have an opportunity to affix his signature to the copy of the report to be filed with the express understanding that such signature in no way indicates agreement with the contents thereof.

- 5. So that reports can be systematically presented, prudently planned and with advance knowledge by all Principals, the following schedule will be followed for all Principals covered by this contract: At least one evaluation each school year, by the Superintendent of Schools prior to March 31st of the contract year. The Principals, or their representative, shall be consulted in the establishment of the format and criteria used in the evaluation instrument of Principals.
- 6. A Principal shall have the right, upon request, to review the contents of his personnel file and receive copies of any document contained therein.
- 7. Neither the Board nor the Superintendent shall establish any separate personal file which is not available for a Principal's review.

ARTICLE XV

PROFESSIONAL DEVELOPMENT

A. PROFESIONAL IMPROVEMENT

- The Association and its members recognize the importance of continued education and
 professional development. Accordingly, the Association agrees to work jointly with
 appropriate representatives of the district administration to create minimum standards for
 professional improvement activities for all principals.
- 2. Accordingly, a committee will be formed no later than October 15, 1995. The committee is not to exceed four (4) principals and four (4) district representatives and is to issue a formal report and recommendations to the State District Superintendent on required professional development for principals. The committee's report shall be due December 31, 1995, and its recommendations, if approved, shall take effect on March 1, 1996, or sooner if possible.

B. 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 Superintendent will be reimbursed for tuition up to the approved State College rate for no more than three courses 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.
- 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.

- 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.
- 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

- 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.
- 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

- 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. Whenever a Principal is absent from school as a result of personal injury, caused by an assault arising out of and in the course of his employment, compensable under the New Jersey Workmen's Compensation laws, he shall be paid his full salary for the period of such absences for up to one (1) calendar year without having such absences charged to the annual sick leave of the accumulated sick leave in accordance with N.J.S.A. 18A:30-2.1.
- 3. The District shall reimburse principals for the actual cash value (depreciated) of clothing or personal effects destroyed as a result of an assault suffered by a principal while acting within the scope of employment. All principals agree to cooperate fully with any applicable insurers (including their own) to offset the costs contemplated herein.

B. JOB DESCRIPTIONS

Each member of the unit shall have a job description.

ARTICLE XVII

SITE-BASED MANAGEMENT/SHARED DECISION MAKING (SBM/SDM)

- As the building Principal, it is agreed that members will endorse Site-Based
 Management/Shared Decision Making (SBM/SDM) and work cooperatively in the
 development and implementation of Site-Based Management/Shared Decision
 Making.
- Policy, procedures and fiscal concerns will be deliberated by the Site-Based Management/Shared Decision Making Central Steering Committee and the Association will have representation on said committee.
- 3. The Principals will receive a well conceived, and effective training program prior to implementation of the SBM/SDM program.
- Incentives and guarantees should be in place that encourage site-based experimentation, and take risks (work differently) to meet the goal of improving the instructional program.
- The Association will be involved in the preparation and identification of the SBM evaluation instrument.
- Association members may attend state and national conferences on SBM, and be involved in the selection of SBM consultants and workshop presenters.
- A process for resolving conflicts arising from school council site deliberations will be developed. Respect and inclusion shall be paramount in each collaborative effort.
- 8. Principals shall be apprised of the SBM/SDM parameters and conditions for responsibility and authority prior to implementation of the program.

ARTICLE XVIII

PRODUCTIVITY COMPENSATION

- 1. Association members will receive additional compensation for the attainment of district/school developed goal(s).
- 2. These goal areas will be recommended by the State District Superintendent and cooperatively developed by each school/site faculty.
- 3. Beginning with the 1995-96 school year, Principals employed at sites which attain the designated goal(s) referenced above will receive a payment of one-quarter of one percent of their individual base salary (as stated on the salary guide but not including longevity payments).

ARTICLE XIX

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 XX

DURATION OF AGREEMENT

This Agreement shall be effective as of July 1, 1994, except as otherwise provided, and shall remain in full force and effect until June 30, 1998.

It is also agreed that negotiations for the successor agreement will begin no later than February 1, 1998 and the scattergrams for this bargaining unit shall be mutually developed by both parties based upon the 1997/1998 salary guides. Scattergrams will be completed and shared with the Association prior to January 1, 1998.

ARTICLE XXI

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

Paterson Principals Association New Jersey Principals and Supervisors Assocition 1479 Pennington Raod Trenton, NJ 08618-2694

ARTICLE XXII

RETIREMENT ALLOWANCE

- A. Effective May 1, 1993, employees who retire under the Teacher's Pension and Annuity Fund (TPAF) shall receive a lump sum payment according to the following formula and procedure:
 - One day of salary for every two days of accumulated sick leave to maximum of eighty (80) 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.

ARTICLE XXIII

REPRESENTATION FEE

- 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.
- 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.
- 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 XXIV TAX SHELTER ANNUITY PROGRAMS

A.

- A Tax Shelter Annuity Program shall continue to be made available to employees.
 Carriers for said programs shall be subject to approval by both the District and the Tax Shelter Joint Committee. This committee shall be composed of representatives 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.
- 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 Associations 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 XXV SALARIES

A. SALARY GUIDES

- The salary guides for the 1994-1995, 1995-1996, 1996-1997 and 1997-98 school years for the employees represented by the Paterson Principals Association are attached and are part of this contractual 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 newly negotiated 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

- When a 10 month employee is promoted to a Principal's position, said employee shall be placed on step one (1) of the respective salary guide or at the discretion of the administration.
- 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 XXV

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 a seph A. Vitulinare President	August 23, 1995
Signed August 1 Wills NJPSA Representative	Ougust 73 1995 Date

PATERSON SCHOOL DISTRICT

Signed State District Superintendent Date

Signed Director of Labor Relations Date

APPENDIX A

PATERSON PRINCIPALS ASSOCIATION

SALARY GUIDES

PRINCIPAL'S SALARY GUIDE SCHEDULE B GROUP I SCHOOLS: 17,1,EWK,RC,11,NSW,7,14,16,19,29 AND DALE AVE (UP TO 450 ELEMENTARY STUDENTS)

Step	94-95	94-95	95-96	95-96	96-97	96-97	97-98	97-98
	M A	MA + 30	MA	MA + 30	MA	MA + 30	MA	MA + 30
1 2 3 4 5 6 7 8 9 10 11 12 13	61348 62923 64584 66352 68284 70214 72144 74074 76006 82419 84775	62235 63808 65467 67233 69163 71094 72691 74955 76885 83300 85656	62348 63923 65584 67352 - 69284 71214 73144 75074 77006 81213 85419 87705	63235 64808 66467 68233 70163 72094 73691 75955 77885 82093 86300 88586	63348 64923 66584 68352 70284 72214 74144 76074 78006 82213 86419 88705 91637	64235 65808 67467 69233 71163 73094 74691 76955 78885 83093 87300 89586 92516	64348 65923 67584 69352 71284 73214 75144 77074 79006 83213 87419 89705 92637 95569	65235 66808 68467 70233 72163 74094 75691 77955 79885 84093 88300 90586 93516 96446

District Longevity Administrative Lo			tive Long	gevity	
After Completion of	Total of		After Completion	Total of	
10 yrs	\$900		8 yrs	\$900	
15 yrs	500	\$1,400	9 yrs	900	\$1,800
16 yrs	400	1800	10yrs	900	2700
20 yrs	400	2200	15 yrs	600	3300
25 yrs	400	2600	20 yrs	600	3900
			25 yrs	600	4500

PRINCIPALS SALARY GUIDE SCHEDULE C **GROUP II SCHOOLS:** MLK,4,3,28,2,25,13,8,18,12,27,26,21,20,24,12

(451-900 Elementary Students)

STEP	94-95	94-95	95-96	95-96	96-97	96-97	97-98	97-98
	MA	MA + 30	MA	MA + 30	MA	MA + 30	MA	MA + 30
1 2 3 4 5 6 7 8 9 10 11 12 13 14	62497 64070 65728 67494 69424 71355 73284 75217 77147 83560 85916	63372 64946 66606 68372 70304 72233 74165 76115 78027 84441 86797	63497 65070 66728 68494 70424 72355 74284 76217 78147 82354 86560 88846	64372 65946 67606 69372 71304 73233 75165 77115 79027 83234 87441 89727	64497 66070 67728 69494 71424 73355 75284 77217 79147 83354 87560 89846 92776	65372 66946 68606 70372 72304 74233 76165 78115 80027 84234 88441 90727 93657	65497 67070 68728 70494 72424 74335 76284 78217 80147 84354 88560 90846 93776 96706	66372 67946 69606 71372 73304 75233 77165 79115 81027 85234 89441 91727 94657 97587

District Longevity Administrative Longevity

	Total of	Completion	of	Total of	
\$900		8 yrs	\$900		
500	\$1,400	9 yrs	900	\$1,800	
400	1800	10yrs	900	2700	
400	2200	15 yrs	600	3300	
400	2600	20 yrs	600	3900	
		25 yrs	600	4500	
	500 400 400	500 \$1,400 400 1800 400 2200	Total of Completion \$900 8 yrs 500 \$1,400 9 yrs 400 1800 10yrs 400 2200 15 yrs 400 2600 20 yrs	\$900	

PRINCIPAL'S SALARY GUIDE SCHEDULE D

GROUP III and IV SCHOOLS:

5,9,6,10,15,Adult School and Rosa Parks HS (Over 901 Elementary Students or 1100 High School Students and up)

Step	94-95	94-95	95-96	95-96	96-97	96-97	97-98	97-98
	MA	MA + 30	MA	MA + 30	MA	MA +30	MA	MA + 30
1 2 3 4 5 6 7 8 9 10 11 12 13 14	64694 66266 67923 69688 71617 73549 75479 77411 79341 85754 88110	65574 67145 68802 70565 72493 74425 76357 78288 80218 86631 88987	65694 67266 - 68923 70688 72617 74549 76479 78411 80341 84548 88754 91040	66574 68145 69802 71565 73493 75425 77357 79288 81218 85425 89631 91917	66694 68266 69923 71688 73617 75549 77479 79411 81341 85548 89754 92040 94970	67574 69145 70802 72565 74493 76425 78357 80288 82218 86425 90631 92917 95847	67694 69266 70923 72688 74617 76549 78479 80411 82341 86548 90754 93040 95970 98900	68574 70145 71802 73565 75493 77425 79357 81288 83218 87425 91631 93917 96847 99777

District Longevity

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Administrative Longevity

After Completion of	Total of		After Completion	Total of	
10 yrs	\$900		8 yrs	\$900	
15 yrs	500	\$1,400	9 yrs	900	\$1,800
16 yrs	400	1800	10yrs	900	2700
20 yrs	400	2200	15 yrs	600	3300
25 yrs	400	2600	20 yrs	600	3900
20 3.0			25 yrs	600	4500

PRINCIPAL'S SALARY GUIDE SCHEDULE E GROUP V: FASTSIDE AND JEK HIGH SCHO

EASTSIDE AND JFK HIGH SCHOOL (OVER 1100 HIGH SCHOOL STUDENTS)

Step	94-95	94-95	95-96	95-96	96-97	96-97	97-98	97-98
	MA	MA + 30	MA	MA + 30	MA	MA + 30	MA	MA + 30
1 2 3 4 5 6 7 8 9 10 11 12 13	66964 68539 70200 71968 73900 75830 77762 79690 81623 88036 90392	67856 69428 71086 72850 74779 76709 78640 80571 82500 88910 91266	67964 69539 71200 72968 74900 76830 78762 80690 82623 86830 91036 93322	68856 70428 72086 73850 75779 77709 79640 81571 83500 87705 91910 94196	68964 70539 72200 73968 75900 77830 79762 81690 83623 87830 92036 94322 97252	69856 71428 73086 74850 76779 78709 80640 82571 84500 88705 92910 95196 98126	69964 71539 73200 74968 76900 78830 80762 82690 84623 88830 93036 96322 98252 101182	70856 72428 74086 75850 77779 79709 81640 83571 85500 89705 93910 96196 99126 102056

District Longevity

Administrative Longevity

After Completion of		Total of	After Completion	Total of	
10 yrs	\$900		8 yrs	\$900	
15 yrs	500	\$1,400	9 yrs	900	\$1,800
16 yrs	400	1800	10yrs	900	2700
20 yrs	400	2200	15 yrs	600	3300
25 yrs	400	2600	20 yrs	600	3900
			25 vrs	600	4500

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