

PEA



*Contract Agreement 2014 — 2017*

**CONTRACT AGREEMENT**

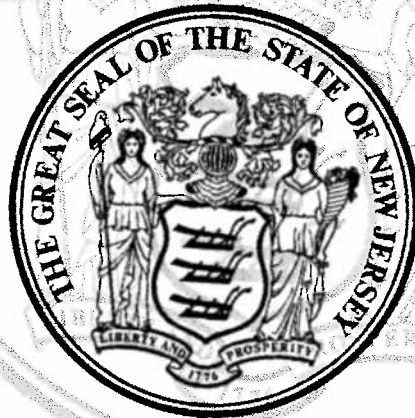
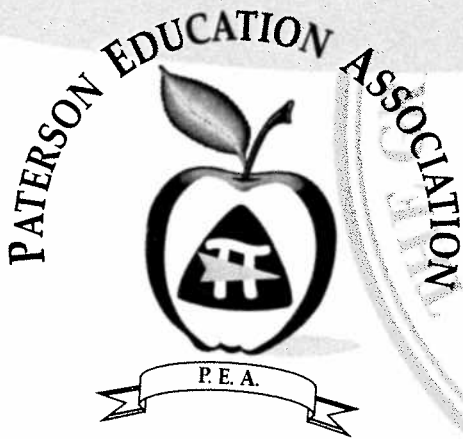
*between*

**The Paterson School  
District**

*and*

**The Paterson  
Education Association**

**July 1, 2014 – June 30, 2017**



**PEA - PCEA - NJEA - NEA**

## **PATERSON PUBLIC SCHOOLS**

Dr. Donnie W. Evans  
State District Superintendent of Schools

Eileen Shafer Deputy Superintendent	Jacqueline Jones Chief of Staff
Daisy Ayala Interim Business Admin.	Dr. Anthony P. Cavanna Asst. Superintendent of Schools
Aubrey Johnson Asst. Superintendent of Schools	Maria Santa Asst. Superintendent of Schools
Susana Peron Asst. Superintendent of Schools	Laurie Newell, PhD Chief Reform and Innovation Officer
Marnie McCoy Acting Chief Human Capital Officer	Lisa J. Pollack, Esq. General Counsel
Terry Corallo Executive Director of Information Services	

## **PATERSON EDUCATION ASSOCIATION**

Peter A. Tirri  
President

Vera Schemly 1st Vice-President	Calvin "Gene" Harvell 2nd Vice-President
Joseph Savastano 3rd Vice-President	Lakresha Hodge Corresponding Secretary
Zynide Banks Recording Secretary	Todd Pipkin Treasurer

## **PATERSON BOARD OF EDUCATION**

Dr. Jonathan Hodges  
President

Kenneth Simmons  
Vice-President

Chrystal Cleaves  
Board Member

Christopher Irving  
Board Member

Errol Kerr  
Board Member

Manuel Martinez, Jr.  
Board Member

Lilisa Mimms  
Board Member

Flavio Rivera  
Board Member

Corey Teague  
Board Member

## **THE NEGOTIATING TEAMS PATERSON PUBLIC SCHOOLS**

Dr. Donnie W. Evans  
State District Superintendent

Eileen Shafer  
Deputy Superintendent

Luis Rojas, Jr.  
Executive Director  
of Labor Relations

Robert Murray, Esq.  
District Labor Counsel

Christopher Cerf  
Commissioner of Ed.

Peter Schulman  
Assistant Commissioner

Phototene Anagastopolis  
Assistant to the Commissioner

Diana Pasquilli  
Assistant to the Commissioner

## **PATERSON EDUCATION ASSOCIATION**

*Original Team Members*

Peter A. Tirri  
President

Shirley Arturo  
Instructional Assistant, School # 24

Charlie Batchelor  
Teacher, Eastside H.S.

Delores Carter  
Administrative Secretary, 90 Delaware

Toni Gennarelli  
Teacher, School # 5

James Joyner  
1st Vice-President

John McEntee  
Teacher, School # 20

Eric Oliver  
Security Officer, 90 Delaware

Marilyn Torres  
School Secretary, Kennedy H.S.

Carol Pierce, NJEA UniServ  
Representative

Bob Willoughby  
NJEA Research Division

Sasha Wolf  
NJEA UniServ Representative

**PATERSON EDUCATION ASSOCIATION**  
*After Commissioner of Education Office Involvement*

Peter Tirri  
President

Carol Pierce  
NJEA UniServ Representative

John Ropars  
NJEA UniServ Representative

Sasha Wolf  
UniServ Representative

Vincent Giordano  
NJEA Executive Director

Ed Richardson  
NJEA Executive Director

Al Ramey  
UniServ North Director

Peter Vala  
NJEA Research Division

# TABLE OF CONTENTS

## PART I

Preamble	
Witnesseth	
Article I. Recognition . . . . .	1
Article 2 Negotiations Of Successor Agreement . . . . .	2
Article 3 Grievance Procedure. . . . .	3
Article 4 Employee Rights. . . . .	12
Article 5 Association Rights And Privileges. . . . .	13
Article 6 Work Year . . . . .	17
Article 7 Employee Work Hours And Work Load. . . . .	19
Article 8 Class Size . . . . .	52
Article 9 Specialists . . . . .	52
Article 10 Non-Instructional (Teaching) Duties. . . . .	53
Article 11 Employment . . . . .	57
Article 12 Salaries . . . . .	60
Article 13 Employee Assignment Promotion, Transfer And Reassignment. . . . .	70
Article 14 Employee Evaluation. . . . .	74
Article 15 Non-Renewal/Fair Dismissal Procedure . . . . .	80
Article 16 Employee Facilities. . . . .	81
Article 17 Employee-Administration Liaison . . . . .	84
Article 18 Sick Leave – Personal Leave. . . . .	85
Article 19 Temporary Leaves Of Absence. . . . .	86
Article 20 Extended Leaves Of Absence . . . . .	89
Article 21 Sabbatical Leaves . . . . .	93
Article 22 Staff Development And Educational Improvement . . . . .	97
Article 23 Instructional Council . . . . .	109
Article 24 Site Based Management/Shared Decision Making. . . . .	112
Article 25 Protection Of Employees, Students And Property . . . . .	121
Article 26 Insurance Protection . . . . .	124
Article 27 Deduction From Salary. . . . .	130

Article 28 Miscellaneous Provisions . . . . .	.132
Article 29 Working Conditions . . . . .	.135
Article 30 Duration Of Agreement . . . . .	.138
Appendix A: Site Based Management/Shared Decision Making Process For Schools To Submit Program Proposals . . . . .	.138
Appendix B: Joint 'Demonstration Site Based Management/ Shared Decision Making Project' as An Illustrative Example To Guide Individual Schools . . . . .	.140
Appendix C: Tuition Reimbursement Guidelines . . . . .	.143

**PART II**

Schedule A – Salary Guide Table Of Contents . . . . .	.147
Schedule A – Part 10 Salary Adjustments . . . . .	.171
Schedule B – In-Service Credit . . . . .	.172
Schedule C – Part 1 Club & Advisor Compensation . . . . .	.173
Schedule C – Part 2 Athletic Salary Guides High School Activities. . . . .	.174
Schedule C – Part 3 Athletic Guidelines. . . . .	.176
Schedule C – Part 4 Van Drivers' Compensation . . . . .	.176
INDEX. . . . .	.177



## PREAMBLE

This Agreement shall be effective as of July 1, 2014 and shall continue in effect through June 30, 2017, by and between the Paterson Public Schools, hereinafter called the "District" and the Paterson Education Association, hereinafter called the "Association." The parties agree and understand that the immediate preceding period from July 1, 2010 through June 30, 2014 shall be governed by the terms of the Memorandum of Agreement dated May 22, 2014.

The Association and the administration jointly recognize the need for improved student achievement in our schools. The parties also acknowledge joint responsibility and accountability to improve the present system. It is believed that a new approach should be implemented together for the benefit of Paterson's students. In support of this effort, the parties commit to an educational assistance plan to enhance performance, the components of which are included in this Agreement and consist of:

- a peer assistance program
- the elimination of non-instructional duties to provide for increased student contact time
- the establishment of a staff attendance incentive program
- the provision of preparation time for all instructional staff members

The parties further agree to jointly design and implement:

- a district-wide student code of discipline
- district-wide promotional standards
- alternative approaches for "At-Risk" students

Furthermore, during the time the Paterson school system functions as a state operated school district, references to the "Board" or the "Board of Education" shall refer to the "Advisory Board" as established in the legislation. Upon the removal of the "State Operated District" designation, said references shall be deemed to refer to the elected or appointed Board of Education.

## **WITNESSETH**

**WHEREAS**, the District and the Association recognize and declare that providing a quality education for the children of the Paterson School District is their mutual aim, and,

**WHEREAS**, the District has an obligation, pursuant to Chapter 123, Public Laws 1975, as amended to negotiate with the Association as the representative of employees hereinafter designated with respect to the terms and conditions of employment, and,

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

**RESOLVED**, in consideration of the following mutual covenants, it is hereby agreed as follows:

## **ACKNOWLEDGEMENT**

The parties have spent numerous hours in proofreading this document to ensure that its contents are an accurate reflection of the negotiated agreement. The parties recognize, however, that despite their best efforts, errors in the proofreading or printing of a document as comprehensive as this are possible. Therefore, should disputes arise with regard to the accuracy of what has been printed herein, the parties agree to rely on previous printed collective bargaining agreements, the package presented by the Association to its membership for ratification of the 2010-2014 and 2014-2017 agreements (which modifies the terms of the 2005-08 collective bargaining agreement and the 2008-10 memorandum of agreement), and relevant side-bar agreements reached by the parties.

# ARTICLE I RECOGNITION

## 1:1 REPRESENTED STAFF

The District hereby recognizes the Association as the exclusive and sole representative for collective negotiations concerning grievances and terms and conditions of employment for all personnel whether under contract, on leave, employed or to be employed by the District including the following positions:

1:1-1 Instructional Certificated positions \* (including staff holding emergency and/or provisional certification, staff assigned to the Junior Reserve Officers Training Corps program, but excluding substitutes).

1:1-2 Education Services Certificated positions \* (excluding staff members serving under a Director of Student Personnel Services certification)

1:1-3 Support Staff Positions (designated as those staff members serving in the following positions), including, but not limited to:

a) Analysts including:

Budget Analyst

Curriculum and Instruction Analyst

Grant Analyst

Purchasing Analyst

Reconciliation Analyst

Senior Purchasing Analyst

Student Placement Analyst

System Analyst

and any other position which performs duties similar to those listed above.

b) Athletic Directors (if serving in non-supervisory roles)

c) Athletic Trainers

d) Attendance Officers

e) Dental Assistants

f) Instructional Assistants (including staff assigned to the JROTC Program)

- g) School Community Program Coordinators or other Parent Coordinators or Parent Liaison staff
- h) Secretarial/Clerical Staff (including Employee Benefit Specialists, Registrars, but excluding Confidential Secretaries as designated by law of regulation)
- i) Security Officers employed directly by the District

\*as defined in the State of New Jersey Department of Education Certification Manual, law, or regulation.

1:1-4 All other positions whose salaries are included as part of this Agreement and who have a community of interest with the members of the negotiations unit as defined above, but excluding all others.

### **1:2 EMPLOYEE DEFINED**

Unless otherwise indicated, the term "employee" or "staff member" when used hereinafter in this Agreement shall refer to all employees represented by the Association in the negotiating unit defined above.

## **ARTICLE 2 NEGOTIATIONS OF SUCCESSOR AGREEMENT**

### **2:1 DEADLINE DATE**

The parties agree to enter into collective negotiations over a successor agreement in accordance with Chapter 123, Public Laws 1975, in a good-faith effort to reach agreement on all matters concerning the terms and conditions of employees' employment.

Such negotiations shall begin not later than 120 days before the required budget submission date for the District, in the last contractual year of this agreement. Any agreement so negotiated upon ratification shall apply to all employees covered under this collective bargaining agreement, be reduced to writing, be signed by the State District Superintendent and the Association, and be adopted by the District.

# **ARTICLE 3**

## **GRIEVANCE PROCEDURE**

### **3:1 DEFINITIONS**

#### **3:1-1 Grievance**

A "grievance" is a claim by an employee 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 employee or a group of employees.

#### **3:1-2 Aggrieved Person**

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

#### **3:1-3 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.

### **3:2 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 employees. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.

### **3:3 PROCEDURE**

#### **3:3-1 Time Limits**

Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level should be considered as a maximum and every effort should 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 in writing at the most appropriate level within thirty-five (35) calendar days of the occurrence of the event.

**3:3-2 LEVEL ONE – Principal or Immediate Supervisor**

3:3-2.1 An employee with a grievance shall first discuss it with his/her principal or immediate supervisor, either directly or through the Association's designated representative.

**3:3-3 LEVEL II – State District Superintendent or Designee**

3:3-3.1 If the aggrieved person is not satisfied with the disposition of his/her grievance at Level One, or if no decision has been rendered within five (5) school days after the presentation of the grievance, s/he may file the grievance, in writing, with the Association within five (5) school days after the decision or within ten (10) school days after the grievance was presented, whichever is sooner.

3:3-3.2 Within five (5) school days after receiving the written grievance, the Association shall refer it to the district Superintendent, or designee, who shall have the authority to resolve the grievance.

3:3-3.3-1 The written application for a Level Two hearing shall include the reasons for the employee's dissatisfaction with the earlier determination. In addition, the application for Level Two hearing shall include Article(s) of the Agreement claimed to have been violated, a dated copy of the written grievance discussed at the Level One hearing, including the signature of the grievant, the Association representative and the principal/immediate supervisor who hear the matter; and the relief sought by the grieving parties.

3:3-3.3-2 In those cases where the grievance form is not signed by the principal or immediate supervisor when the written grievance is presented at the Level One hearing, the district will hear the grievance at Level Two upon presentation by the Association.

3:3-3.3-3 Whenever possible and known by the Association, the application of a Level Two hearing shall include iden-

tification of all persons aggrieved by the violation and calculation of the cost (if any) of the relief sought.

3:3-3.4 The aggrieved person shall have the right to be present and heard at Level Two.

3:3-3.5 The Superintendent, or designee, and the Association President shall jointly establish a monthly calendar of Level II meetings. Said schedule shall be established in September of each school year.

3:3-3.6 All grievances filed at Level Two within five (5) working days prior to the date of the Level Two meeting shall be heard at the time of the monthly meeting. Said meeting may be postponed or canceled by mutual agreement of the parties. The Level Two hearing shall consist of a presentation of each grievance by the representative(s) of the Association. The State District Superintendent, or his/her designee, may request additional information or documentation as agreed by the parties which may be needed to consider the merits of the grievance.

3:3-3.7 The Superintendent or designee shall notify the Association of his/her determination within ten (10) school days following the hearing.

3:3-3.8 Within fifteen (15) calendar days following the Level Two hearings, representative of the parties shall review pending grievances already presented at Level Two to determine which have been resolved, which remain unresolved, and which shall be presented for hearing at Level Three according to the timelines established in this Agreement. This review may occur either through an in-person meeting, telephone conversation, written letter or facsimile transmission.

### **3:3-4 LEVEL THREE – Arbitration**

#### **3:3-4.1 Hearings**

3:3-4.1-1 Within five (5) calendar days of said review (or within twenty (20) calendar days of the Level Two hearing if no such review is held), if the Association is not satisfied with the disposition of the grievance, or if no decision has been rendered, the Association shall indicate in writing to the District those cases for which arbitration shall be held according to the timelines established in this Agreement.

3:3-4.1-2 Grievance hearings shall be held at a mutually acceptable site at 10 a.m. of each arbitration date.

3:3-4.1-3 Grievances will be heard by the arbitrator in the month following their presentation at Level Two of this procedure, or if no hearing is granted in the immediate case, the month following the grievance's filing at Level Two. Grievances may be scheduled for arbitration at a later date by the mutual consent of the parties. In no case will a grievance be scheduled for a Level Three hearing more than three (3) arbitration sessions following the date upon which it would have been scheduled in accordance with this Section.

3:3-4.1-4 Level Three hearings held with the designated arbitrator shall be scheduled by the parties on the next-to-last working day of each month or on such other date as may be mutually agreed upon by the parties and the arbitrator so that each monthly hearing is held.

### **3:3-4.2 Decisions**

3:3-4.2-1 The arbitrator so selected shall confer with the representatives of the District and the Association and hold hearings promptly and shall issue his/her decision not later than twenty (20) days from the date of the close of the hearings or, if oral hearings have been waived, then from the date of the final statements and proofs on the issues are submitted to him.

3:3-4.2-2 The arbitrator's decision shall be in writing and shall set forth his/her findings in fact, reasoning and conclusions on the issues submitted.

3:3-4.2-3 The arbitrator shall be without power or authority to make any decision which requires the commission of an act prohibited by law or which is violative of the terms of this Agreement.

3:3-4.2-4 The decision of the arbitrator shall be submitted to the District and the Association and shall be final and 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.



### **3:3-4.3 Participants**

3:3-4.3-1 Whenever possible, the Association shall provide the names, positions, worksites of any unit member it intends to call to testify during these hearings at least three (3) working days prior to a Level Three hearing. Upon request, the Association will be provided with such similar list from the District at least three (3) working days prior to such hearing.

3:3-4.3-2 The Association shall be entitled to have present for these hearings its President and one other school system designee with no loss of pay or leave days. In addition, the District agrees to permit grievants and those staff members as may be requested by the Association for the purposes of providing testimony to be excused from their assignments during the time that they are required to attend such hearings with no loss of pay or leave days.

### **3:3-4.4 Cancellations**

3:3-4.4-1 Either party may cancel the arbitration date for that month if no grievances are scheduled to be heard.

3:3-4.4-2 The parties agree that should a scheduled arbitration session be canceled within two (2) weeks of the scheduled hearing, the party requesting the cancellation shall be solely responsible for payment of the arbitrator's fee for one day. Arbitrators' fee for cancellations outside of this time frame shall be divided between the parties as provided for in other sections of this Article.

### **3:3-4.5 Selection of Arbitrators**

3:3-4.5-1 The parties agree to designate three (3) arbitrators from the Public Employment Relations Commission (PERC) who shall serve the parties in accordance with the terms of this Agreement.

3:3-4.5-2 The selected arbitrators shall serve the District on a rotating monthly basis for the term of their appointment.

### **3:3-4.6 Removal/Replacement of Arbitrators**

3:3-4.6-1 A member of the arbitration panel serving the District may be removed effective September 1 on the written request of either party upon the condition that the excluding party notify the other party and the arbitrator of such desire to exclude not later than June 15.

3:3-4.6-2 The parties agree that in order to maintain continuity in the Panel process, each party shall be limited to the removal of one panel member each during each school year.

3:3-4.6-3 Replacements for arbitrators removed from the panel shall be by mutual consent, either by discussion or the procedure established for selection as cited in this section.

3:3-4.6-3.1 Within twenty (20) working days of the notification by either party of the removal of an arbitrator from the panel, the parties shall attempt to agree upon a mutually acceptable replacement for each arbitrator excluded, and shall obtain a commitment to serve from the arbitrator.

3:3-4.6-3.2 If the parties are unable to agree upon an acceptable replacement arbitrator, or to obtain a commitment 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 procedure of the New Jersey Public Employment Relations Commission.

3:3-4.6-4 Upon selection, the arbitrators shall be notified by the parties.

### **3:3-4.7 Payment to Panel Arbitrators**

Arbitrators shall be paid at their usual and customary rate as follows:

3:3-4.7-1 One day of hearings regardless of the number of cases presented in that day unless the hearing is cancelled or rescheduled two weeks or more before the scheduled hearing date.

3:3-4.7-2 One day of study for each case heard on the day of the hearings.

3:3-4.7-3 The cost for the services of the arbitrator, including per diem expenses if any, and actual and necessary travel, subsistence expenses if any, and actual and necessary travel, subsistence expenses and the cost of the hearing room shall be borne equally by the District and the Association. Any other expenses incurred shall be paid by the party incurring same.

### **3:3-4.8 Limitation on Binding Arbitration**

- (a) The summative evaluation rating, including, but not limited to the mid-year evaluation for employees on a corrective action plan or the student practice and student achievement component ratings leading to the summative evaluation shall not be subject to binding arbitration, except in the event of a claim by a teacher that there has been a gross procedural violation or a mistake of material objective fact leading to an increment withholding/denial of step movement.
- (b) The substance of an evaluation that resulted in the withholding of an increment or failure to move up a salary step for educational reasons shall not be subject to binding arbitration.
- (c) An employee may not file an appeal to the Superintendent or file a grievance regarding any aspect of the evaluation process once the employee has been formally notified in writing that the Superintendent has determined that tenure charges shall be certified against the employee.
- (d) If an employee has already filed for the review by the State Superintendent subject to the review process set forth at Article 12:5-1.4, the employee may not elect arbitration to seek review of an alleged procedural violation.
- (e) Class size and assignments shall not be subject to binding arbitration.
- (f) Medical coverage pursuant to the terms of Article 26: 1-2.6

### **3:3-4.9 Superintendent's Appeal Process**

- (a) If an alleged gross procedural violation or a mistake of material objective fact as defined in this section occurs, an employee has a choice to seek review with the State Superintendent in accordance with the Superintendent's Appeal Process set forth at Article 12:5-1.4, or may pursue binding arbitration pursuant to the limitations and conditions set forth in this section and Article 3:3-4.8 above. If the employee files the grievance ac-

ording to Article 3, it shall be deemed an irrevocable election of appeal process.

- (b) If the employee chooses binding arbitration, the arbitrator's authority shall be limited to a determination of whether the evaluation process was adhered to and shall not be permitted to infringe upon the substantive portion of the evaluation. If the arbitrator determines that a gross procedural error occurred or that there was a material error of objective fact, the arbitrator may only determine whether the employee would have advanced on the salary guide but for the gross procedural error occurred or material error of objective fact.
- (c) A "gross procedural error" means substantial non-compliance by a supervisor with the evaluation procedure set forth in statute or regulation which directly resulted in a partially effective or ineffective summative evaluation rating. A procedural error alone is not a "gross procedural violation." A gross procedural violation is one in which a procedural error is directly related to the non-movement on the salary guide. Thus, if an employee would have advanced on the salary scale but for the procedural error, then an arbitrator may determine there has been a gross procedural violation.

### **3:4 RIGHTS OF EMPLOYEES TO REPRESENTATION**

#### **3:4-1 Employee and Association**

Any aggrieved person may be represented at all stages of the grievance procedure by himself, or, at his/her option, by a representative selected or approved by the Association. When an employee 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.

#### **3:4-2 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.

### **3:5 MISCELLANEOUS**

#### **3:5-1 Group Grievance**

If, in the judgment of the Association, a grievance affects a group or class of employees, the Association may submit such grievance in writing to the State District Superintendent, or designee, directly and the processing of such grievances shall be commenced at Level Two. 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.

#### **3:5-2 Written Decisions**

Decisions rendered at Level One which are unsatisfactory to the aggrieved person and all decisions rendered at Levels Two and Three 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.

#### **3:5-3 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 Superintendent and shall not be kept in the personnel file of any of the participants.

#### **3:5-4 Forms**

Forms for filing grievances, serving notices, taking appeals, making reports and recommendations, and other necessary documents shall be prepared jointly by the Superintendent or designee and the Association and given appropriate distribution so as to facilitate operation of the grievance procedure.

#### **3:5-5 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, heretofore referred to in this ARTICLE.

## **ARTICLE 4 EMPLOYEE RIGHTS**

### **4:1 RIGHTS AND PROTECTION IN REPRESENTATION**

Pursuant to Chapter 123, Public Laws 1975, the District hereby agrees that every employee of the District 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. As a duly selected body exercising governmental power under the Laws of the State of New Jersey, the District undertakes and agrees that it shall not directly or indirectly discourage or deprive or coerce any employee in the enjoyment of any rights conferred by Chapter 123, Public Laws 1975 or other laws of New Jersey or the Constitution of New Jersey and the United States; that it shall not discriminate against any employee with respect to hours, wages, or any terms or conditions of employment by reason of his/her institution of any grievance, complaint or proceeding under this Agreement or otherwise with respect to any terms or conditions of employment.

### **4:2 STATUTORY SAVINGS CLAUSE**

Nothing contained herein shall be construed to deny or restrict to any employee's such rights as s/he may have under New Jersey School Laws or other applicable laws and regulations. The rights granted to employees hereunder shall be deemed to be in addition to those provided elsewhere, except however, use of grievance procedure shall be the sole and exclusive remedy, if chosen.

### **4:3 JUST CAUSE PROVISION**

No employee shall be disciplined, reprimanded, reduced in rank or compensation or deprived of any professional advantage without just cause. Any such action asserted by the District or any agent or representative thereof, shall be subject to the grievance procedure herein set forth in all other cases, except as more specifically limited by another provision of this Agreement.

#### **4:4 REQUIRED MEETINGS OR HEARINGS**

Whenever any employee is required to appear before the State District Superintendent or his/her designee, District or any committee member, representative or agent thereof concerning any matter which could adversely affect the continuation of that employee in his/her office, position, or employment or the salary or any increments pertaining thereto, then s/he shall be given written notice of the reasons for such meetings or interview four (4) school days prior to its occurrence whenever possible, and shall be entitled to have a representative of the Association present to advise him/her and represent him/her during such meeting or interview.

#### **4:5 EVALUATION OF STUDENTS**

Any change in grade shall be initialed by the administrator making or authorizing the change on the permanent record form of the student.

#### **4:6 ASSOCIATION IDENTIFICATION**

No employee shall be prevented from wearing pins or other identification of membership in the Association or its affiliates.

#### **4:7 CRITICISMS – PUBLIC**

Any questions or criticisms by a supervisor, administrator or Board member of any employee or his/her instructional methodology shall be made in confidence and not in any public gathering nor in the presence of students, parents, or other employees with the exception of Association representatives acting in that capacity. Direct orders made to staff members by administration in emergency situations (i.e. fire drills, etc.) may be excluded from the provisions of this Section.

### **ARTICLE 5 ASSOCIATION RIGHTS AND PRIVILEGES**

#### **5:1 INFORMATION**

The District agrees to furnish to the Association in response to reasonable requests from time to time all available information

concerning the financial resources of the district, including , but not limited to: annual financial reports and audits, register of certificated personnel, agendas and minutes of all Advisory Board meetings, census data, individual and group employee health premiums and experience figures, names of all employees, and such other information concerning terms and conditions of employment, together with information which may be necessary for the Association to process any grievance complaint.

## **5:2 RELEASED TIME FOR MEETINGS**

Whenever any representative of the Association or any employee participate during working hours in negotiation or grievance proceedings, s/he shall suffer no loss in pay.

## **5:3 USE OF SCHOOL FACILITIES AND EQUIPMENT**

5:3-1 The Association shall have the right to use school facilities and equipment including typewriters, duplicating equipment, calculating machines, computers and all types of audiovisual and electronic equipment at reasonable times when such facilities or equipment are not otherwise in use.

5:3-2 Notices of all meetings shall be submitted to the State District Superintendent of Schools in advance of the time and place of all such meetings. The Association shall pay for the reasonable cost of all materials and supplies incident to such use, and for any repairs necessitated as a result thereof.

## **5:4 BULLETIN BOARDS**

The Association shall have, in each school building, the exclusive use of a bulletin board in each faculty lounge and employees' dining room. The location of Association bulletin boards in each room shall be designated by the Association. Copies of all materials to be posted on such bulletin boards shall be given to the building principal, but no approval shall be required. Only representatives of the Association shall post notices.



## **5:5 MAIL FACILITIES AND MAIL BOXES**

The Association shall have the right to use school mail boxes. The Association shall have the right to use the inter-school mail facilities for the purpose of communicating with school and District administration. All such materials shall be in professional taste.

## **5:6 FACULTY REPRESENTATIVES**

### **5:6-1 Right to Conduct Association Business**

The District authorizes that the President of the Association and any Association Representative shall have the right to conduct Association business, and receive messages during the school day where it does not interfere with their required duties or the required duties of other employees.

### **5:6-2 Release for Association Meetings**

5:6-2.1 The District agrees that staff members who are assigned to worksites whose staff members are released after 3:20 p.m. and are members of the Association's Delegate Assembly, Officers' and/or Executive Board meetings shall be released from their work assignments, without loss of pay, at 3:20 p.m. on those days designated for meetings.

5:6-2.2 The parties agree that no more than 1/3 of Association members assigned to a school designated extended day or assigned to any District office not categorized as a school in order to attend the Executive Board meeting, Delegate Assembly meeting or an Officers' meeting shall be released at 3:20 to attend said Association meeting(s). All other members are free to join the Association meeting(s) at the conclusion of their work day.

5:6-2.3 The Association agrees to deliver to the Superintendent of Schools and/or his designee no later than October 1st of every school year a list of current Executive Board members, Delegate Assembly members and Association Officers.

5:6-2.4 The following number of meetings will not be exceeded:

Executive Board Meeting = release time for two (2) meetings per month

Delegate Assembly Meeting = release time for one (1) meeting per month

Officers = release time for three (3) meetings per month

## **5:7 LEAVE FOR ASSOCIATION PRESIDENT**

5:7-1 The Paterson School District agrees to provide the President of the Association with a released schedule on a full-time basis for the entire duration of his/her term of office, effective September 1, 1986, or any September 1 thereafter. The Association agrees to reimburse the Paterson School District for all expenses, including salary and fringe benefits for the Association President. Payments to the Paterson School District will be made within ten (10) school days after receipt by the Association of its monthly dues payment from the Paterson School District.

5:7-2 In addition to the above, the District agrees to provide one additional officer of the Association, to be designated by the Association, with a released schedule on a full-time basis, and further agrees to pay full salary and benefits for this officer as it would for any other staff member in the District.

5:7-3 Upon implementation of the above Section, the parties agree that the Association President shall serve as a liaison between the Association and the Paterson School District for the processing of all grievances.

5:7-4 Absent implementation of the provisions of 5:7-1 by the Association, the District authorizes that the President of the Association shall be entitled to be absent from his/her regular duties for not more than twenty (20) days to conduct required Association business; however, the Paterson School District shall only be responsible to pay substitute pay for ten (10) days of such absence, and the Association shall be required to pay for ten (10) days of required substitute's pay. The District further authorizes that the President of the Association shall have a block schedule for his/her workday so that his/her free time may be devoted to Association business.

## **5:8 ORIENTATION PROGRAMS**

All orientation programs for new employees shall be co-sponsored by the District and the Association with the Association obligated to assume only such costs as may be mutually agreed upon during

the planning of such programs. To the extent prohibited by law, the District shall not be expected to assume the cost of purely social events conducted as part of such orientation programs.

### **5:9 EXCLUSIVE RIGHTS**

The rights and privileges of the Association and its representatives as set forth in this Agreement shall be granted only to the Association as the exclusive representative of the employees, and to no other organization.

## **ARTICLE 6 WORK YEAR**

### **6:1 IN-SCHOOL WORK YEAR**

#### **6:1-1 TEN (10) Month Personnel**

6:1-1.1 The in-school work year for employees employed on a ten (10) month basis (other than personnel newly hired to the district who may be required to attend additional days for orientation prior to the beginning of the student school year) shall not exceed one hundred eighty-five (185) days, with no more than one hundred eighty-two (182) days of student contact.

#### **6:1.2 Definition of In-School Work Year**

The in-school work year shall include days when pupils are in attendance, orientation weekdays, and any other days on which employees' attendance is required.

#### **6:1-3 Early Dismissal Days**

In furtherance of the existing past practice, two student contact days shall be designated as 1:00 p.m. dismissal days for staff and students, said days to be designated by the Paterson Education Association. The parties further agree that the last day for staff shall be considered a minimal attendance day with staff members required to be in attendance from 9:00 a.m. through no later than 12:00 noon, unless emergency circumstances require student attendance on the day, in

which case staff shall be dismissed no later than 1:00 p.m., or 12:25 p.m. if student lunches are not served.

#### **6:1-4 DELAYED OPENINGS**

The parties agree that on occasion, for the safety of students and staff as well as for enhanced educational considerations, conditions exist which require the State District Superintendent of Schools to announce a delayed opening of District facilities.

6:1-4.1 When schools open under the condition of a delayed opening, the District will continue to provide appropriate instruction using modified scheduling techniques and all schools will conform to state regulations regarding attendance.

6:1-4.2 On a day where a delayed opening has been implemented, all periods, including lunch and preparation periods, shall be reduced and shall be of equal length. The length of home-room shall be determined by the building administrator.

6:1-4.3 While the requirements of Article 7 and its subsections shall remain in force, Principals will have the authority to consider individual circumstances under the emergent conditions which exist with respect to sign-in requirements.

#### **6:2 SCHOOL CALENDAR**

6:2-1 The school calendar shall be set by the Paterson School District after consultation with the Association, and shall be made a part of this Agreement.

6:2-2 All employees shall receive a copy of the next school year calendar prior to June 15.

#### **6:3 CONDUCT OF THE SCHOOLS**

##### **6:3-1 The School Year**

The school year shall begin on July 1 and end on June 30. [N.J.S.A. 18A:36-1.]

### **6:3-3 The Academic Year**

The academic year means the period between the times school opens in the district after the general summer vacation until the next succeeding summer vacation. [N.J.S.A. 18A:1-1.]

### **6:3-3 The School Month**

In every contract (of employment), unless otherwise specified, a month shall be constructed and taken to be twenty (20) school days or four weeks of five school days each. [N.J.S.A. 18A:27-6(3).]

## **ARTICLE 7 EMPLOYEE WORK HOURS AND WORK LOAD**

### **7:1 GENERAL CRITERIA**

#### **7:1-1 Sign-In/Sign-Out Procedures**

Effective September 1, 2005 or as soon thereafter as is practical, all employees will indicate his/her presence for duty in accordance with District policy. An adequate period of time will be mutually agreed upon for acclimating employees to a new system if implemented.

##### **7:1-1.1 Failure to Sign-In/Out**

Employees are required to sign in/sign out each day. The District shall develop a system that does not require a member to be delayed more than two (2) minutes to accomplish signing out. If the Association asserts the process is taking more than two (2) minutes to sign out, it may file a grievance immediately to arbitration to address a system which will accomplish the timely sign out procedure.

It is expressly understood a member unable to sign-out due to an emergency situation, e.g., personal illness or other personal emergency, may sign out at the next sign-in opportunity.

As requested, Mr. Martin Scheinman, the fact-finder in this matter, shall serve as arbitrator for any dispute under this provision.

## 7:1-1.2 Penalty Procedure

7:1-1.2-1.1 Should the District allege a staff member failed to sign in as required in this Article, the employee shall be notified by the District no later than the end of the next work day. In this way, the employee shall be given the opportunity to explain or challenge the claim s/he did not sign-in. If not notified, the allegation of failure to sign in shall be waived for that incident.

7:1-1.2-1.2 Upon the first occasion during a school year of failure to sign-in/out, while present for work, the Principal or other Administrator will issue a verbal warning to the employee, maintaining a record of the notice.

7:1-1.2-2 After the second incident, the same procedure will be followed. In addition a written notice of the sign-in requirement and the staff member's obligation to sign in will be given to the employee.

7:1-1.2-3 After the third incident, the administrator will conference with the staff member to ascertain why a problem with signing in still exists. The administrator will make every attempt to help the staff member to remove any obstacles to her/his signing in. A warning letter of possible disciplinary action upon the next incident shall be issued.

7:1-1.2-4 After the fourth incident, and provided that the required notice has been given by the administrator, employees shall be penalized by being docked as follows:

Certificated staff	\$33.00
Support staff	\$16.50

7:1-1.2-5 After the fifth incident, and for each incident thereafter, the employee shall forfeit one day's pay.

7:1-1.2-6 Prior to any pay forfeiture by an employee, the employee shall have the right to challenge the action by the District in the grievance and expedited arbitration procedure. The loser shall pay the arbitrator's costs as defined in Article 3 of this Agreement. The employee must challenge this forfeiture within the contractual time frame (35 calendar days).

7:1-1.2-7 In those cases when a staff member is assigned to report to an alternative work site, the em-

ployee shall sign-in/out at the alternative site in fulfillment of the requirements of this article.

7:1-1.2-8 After each occasion of failure to sign-in/out, while claiming to have been present for work, the employee may provide proof of presence, which must include confirmation of the time of arrival or departure.

### **7:1-2 Official Time**

In all cases, the official time shall be determined by the clock in the main office of each work site.

### **7:1-3 Employee Tardiness**

#### **7:1-3.1 Definition**

An employee shall be considered tardy when said employee is not signed in five (5) minutes prior to the beginning of, and up to and including sixty-five (65) minutes of the beginning of the staff member's workday as defined in Article 7:2-1 of this Agreement. Any arrival beyond this period shall be considered an absence for half the day; an arrival after 12 noon shall be considered an absence for full day. Should such an absence be designated, the tardy arrival which resulted in the loss of either the half day or whole day shall not be subject to inclusion in the provisions of 7:1-3.2 et. Seq. of this Agreement.

#### **7:1-3.2 Procedure**

7:1-3.2-1 Employees shall be considered tardy if they arrive after the times designated in Article 7:2-2, dependent upon the work schedule mode in which they work. After the staff member's designated arrival time, the sign-in book shall be withdrawn by the building administrator or his/her designee so long as no staff members are waiting to sign in. In such instances, the parties agree the sign-in book will not be withdrawn until those on line have been given the opportunity to sign in. After the designated time, a separate sign-in book shall be made available and the time of the tardy arrival shall be indicated by the staff member in writing in the book as s/he signs in.

7:1-3.2-2 When an employee is tardy four (4) times, the principal shall issue a warning, in writing, to the employee.

7:1-3.2-3 When an employee is tardy a fifth (5) time, the principal shall promptly make a report of said tardiness to the State District Superintendent or designee, and said employee shall forfeit one-half day's pay. Said report shall include all dates on which the employee was late and the time at which the employee arrived for duty.

7:1-3.2-4 Each additional tardiness may subject an employee to an additional half day's loss of pay for each tardiness.

7:1-3.2-5 An employee shall be considered absent if provisions have been made for a substitute.

#### **7:1-4 Lunch Periods**

##### **7:1-4.1 Length**

Unless specifically indicated elsewhere in this agreement, employees shall have a daily duty-free lunch period of at least forty (40) minutes.

##### **7:1-4.2 Leaving the Building**

Employees may leave the building without requesting permission during their duty-free lunch period.

#### **7:1-5 Meetings**

##### **7:1-5.1 Faculty and Other**

Building based instructional employees may be required to remain after the end of the regular workday, without additional compensation, for the purpose of attending building faculty or other professional meetings one (1) day each month plus five (5) additional supervisory meetings per year. Effective 1998-99, the length of one faculty meeting per month may be extended an additional ten (10) minutes from the 1997-98 requirement. The District may elect to use or not use the additional time.



### **7:1-5.2 Prior to Holidays and Weekends**

Meetings which take place after the regular in-school workday and which require attendance shall not be called on Fridays or on any day immediately preceding any holiday or other day upon which employee attendance is not required at school, except where emergencies are proven to exist.

### **7:1-5.3 Association Right to Speak**

An Association representative may speak to the employees during any meeting referred to in paragraph 1 above for not more than five (5) minutes on request of the representative.

### **7:1-5.4 Notice and Agenda**

The notice of, and agenda for, any meeting shall be given to the employee involved at least (5) days prior to the meeting, except in an emergency. Employees shall have the opportunity to suggest items for the agenda.

### **7:1-5.5 Evening Meetings**

7:1-5.5-1 Employees are required to attend four (4) meetings with parents which shall be scheduled as follows:

- Back to School Night shall be scheduled by the Administration on a school day during September from 6:00 p.m. to 8:00 p.m.
- Fall Session: Parent – Teacher conferences to be scheduled by the Administration on a school day from 5:30 – 7:30.
- Winter Session: Parent – Teacher conferences to be scheduled by the Administration on a school day from 4:30 – 6:30.
- Spring Session: Parent – Teacher conferences to be scheduled by the Administration on a school day from 5:30 – 7:30.

## **7:2 TEACHERS AND INSTRUCTIONAL ASSISTANTS**

### **7:2-1 School Sessions**

7:2-1.1 Sessions at the elementary and primary schools, and all other facilities at which staff represented by the Association are assigned with the exception of the high schools, shall

begin at 8:20 a.m. and end at 2:55 p.m. Effective September, 2005 the school day shall end at 3:00 p.m.

7:2-1.2 Sessions at the high school shall begin at 8:20 a.m. and end at 3:05 p.m. or a similar time span to meet the conditions then existing. Effective September, 2005 the school day shall end at 3:10 p.m.

7:2-1.3 The school hours shall be devoted to the interest of the school, to the exclusion of any other employment, study or pursuit.

## **7:2-2 Length of Day**

7:2-2.1-a Elementary, Primary and Other Staff – The total in-school workday for elementary primary school and all other staff represented by the Association other than those assigned to the high schools, or those whose workday is established in other sections of this agreement shall be seven (7) hours which shall include a duty-free lunch period.

7:2-2.1-b High Schools – The total in-school workday for employees in the high schools shall be seven (7) hours and five (5) minutes. This shall include a duty-free lunch period. It is specifically understood this modification incorporates an increase in the workday by no more than ten (10) minutes from the 2004-2005 workday.

### **7:2-2.2-1 Elementary, Primary and Other Staff Traditional Program**

The in-school workday for elementary school, primary school, and all other staff represented by this Association other than those assigned to the high schools, or those whose workday is established in other sections of this agreement, shall begin at 8:15 a.m. and end at 3:00 p.m. Effective September, 2005 the school day shall end at 3:10 p.m., five (5) minutes of teaching time and five (5) minutes of non-instructional time being added to the end of the school day. The non-instructional time shall be used for self-directed professional activities e.g., meeting time, preparation time and the like. The District shall not assign duties during this non-instructional time.

7:2-2.2-1.1 The in-school work day for primary, elementary, and middle school staff members, and all other staff members represented by this Association other

than those assigned to the high schools, or those whose work day is established in other sections of this Agreement shall be as follows:

- 8:15 a.m. – Staff Sign in Deadline
- 8:16 a.m. – Staff Tardiness
- 8:20 a.m. – Staff Meet Students at Designated Assembly Point
- 3:00 p.m. – Student Dismissal
- 3:10 p.m. – Staff Dismissal
- 3:35 p.m. – Staff Dismissal on days when faculty meetings are held

7:2-2.2-1.2 The parties further agree that staff time from dismissal time shall be used for self-directed professional activities e.g. meeting time, preparation time and the like. The District shall not assign duties during this non-instructional time.

7:2-2.2-1.3 In accordance with the decision of Public Employment Relations Commission, the second sentence of Article 7:2-2.2-1 shall be deleted from the Agreement. It is understood and acknowledged by the parties that the Superintendent has the right, at his exclusive authority, to establish a period sustained silent reading or other similar educational activity in the District as he deems necessary and appropriate.

### **7:2-2.2 Elementary/Primary School Flexible Work Day Program**

#### **7:2-2.2-2 Elementary/Primary School Flexible Work Day Program**

Flexible workday schedules which are different than the standard in-school workday may be implemented for instructional staff in the elementary and primary schools in order to meet the District's needs, so long as the in-school workday is in accordance with Article 7:2-2.1, and such work hours are consecutive. The positions which differ from the normal schedule shall be filled by volunteers.

#### **7:2-2.2-3 Elementary/Principal School Flexible Schedule Program Times**

The parties agree that should a flexible workday schedule be implemented, said schedule shall not exceed the following time periods:

Mode 1	Periods 0-8	7:35 a.m. – 2:30 p.m.
Mode 2	Periods 1-9	8:15 a.m. – 3:10 p.m.
Mode 3	Periods 2-10	8:55 a.m. – 3:55 p.m.

Certificated staff members including but not limited to the Department of Early Childhood Education who are assigned to the Board of Education Central Headquarters building shall be employed and work the same schedule as staff members assigned to the schools of the District. The parties further agree that these timeframes may be altered through the mutual agreement of the parties in cases where school day modifications are approved by the parties. Staff members initially employed to fill vacancies in flex schedule programs shall be advised prior to being hired by the District that their employment is contingent upon participation in the designated flex program mode. However, such employment shall preclude said employees from requesting a transfer under the terms of this agreement.

7:2-2.2-4 On days when in-service programs, faculty meetings or early dismissal days are held, the flexible schedule modes shall revert to the standard school day mode (Mode 2).

7:2-2.2-5 Certificated staff members including but not limited to the Department of Early Childhood Education who are assigned to the Board of Education Central Headquarters building shall be employed and work the same schedule as staff members assigned to the schools of the District.

#### **7:2-2.3-1 High School Staff Traditional Program**

The Mode 2 in-school work day for high school staff shall be as follows:

8:15 a.m. – Staff Sign in Deadline

8:16 a.m. – Staff Tardiness

8:20 a.m. – Commencement of the Instructional Day

3:10 p.m. – Student Dismissal

3:20 p.m. – Staff Dismissal

3:40 p.m. – Staff Dismissal on days when faculty meetings are held

The parties further agree that these timeframes may be altered through the mutual agreement of the parties in cases where school day modifications are approved by the parties.

**7:2-2.3.2 High School Flexible Work Day Program**

High school staff maybe assigned to flexible workday schedules which are different than the standard in-school workday to meet the District's needs, so long as the in-school workday is in accordance with Article 7:2-2.1 and such work hours are consecutive. Volunteers shall be sought prior to assigning any staff member to work a flexible schedule needed to implement a District program. The parties agree to adjust the flexible program dismissal times in accordance with 7:2-2.2 and 7:2-2.3 above.

**7:2-2.3-3 High School Flexible Schedule Program Timeframes**

The parties agree that should a flexible workday schedule be implemented, said schedule shall not exceed the following time periods:

Mode 1	Periods 0-8	7:30 a.m. – 2:35 p.m.
Mode 2	Periods 1-9	8:15 a.m. – 3:20 p.m.
Mode 3	Periods 2-10	9:00 a.m. – 4:05 p.m.

The parties agree that the standard workday as set forth in Mode 2 shall continue to be the schedule for the majority of teaching staff members. Staff members following Mode 1 or Mode 3 shall have schedules established as above, with the modification established based upon the starting and dismissal times so the work hours of those modes are exactly the same as those established in Mode 2. The parties further agree that these time frames may be altered through the mutual agreement of the parties in cases where school day modifications are approved by the parties.

7:2-2.3-4 On days when in-service programs, faculty meetings or early dismissal days are held, the flexible schedule modes shall revert to the standard school day mode (Mode 2).

**7:2-2.3-5 Alternative Programs**

Programs established to meet the needs of the District with regard to alternative educational objectives may be scheduled outside the above time periods but shall not exceed the in-school workday established in accordance with Article 7:2-2.1 above. Such positions, including time schedules of the programs, shall be posted in accordance with the provisions of Article 13:7 of this Agreement.

### **7:2-3 Departure Provisions**

7:2-3.1 All employees are required to remain in their classrooms until the students under their suspension leave. No employee may leave the building except during their duty-free lunch period.

7:2-3.2-1 Any employee who must leave the building due to an illness or emergency before minimally completing three (3) hours and forty-five (45) minutes from their designated swipe in time; said employee's bank of accrued days shall be deducted a full day's sick, personal or vacation day. Leaving after the completion of three (3) hour and forty-five (45) minutes (minimum attendance) as described above, said employee's bank of accrued days will be deducted one-half (1/2) sick, personal or vacation day.

7:2-3.2-2 For clarification purposes, below is a breakdown for employee assigned work schedules of either Mode 1, 2, 3 or Central Office. All other approved work schedules shall coincide with the language above.

#### High School/Central Office

Mode 1:	7:31 a.m. to 11:15 a.m. = full day charged
	After 11:16 a.m. = ½ day charged
Mode 2:	8:16 a.m. to 12:00 p.m. = full day charged
	After 12:01 p.m. = ½ day charged
Mode 3:	9:01 a.m. to 12:45 p.m. = full day charged
	After 12:46 p.m. = ½ day charged
Central Office:	8:31 a.m. to 12:15p.m. = full day charged
	After 12:16 p.m. = ½ day charged

### **7:2-4 Year-end Dismissal**

No employee is required to work beyond the regular in-school work year as defined in Article 6 providing all required records of the individual employee have been accepted and approved by the school administrator.

### **7:2-5 High School**

#### **7:2-5.1 Teaching Load**

The total in-school workday for employees in the high schools as stated in paragraph

7:2-2.3-1, et seq., shall be utilized as follows:

7:2-5.1-1 High School teachers who volunteer for a sixth (6) teaching period, said schedule is as follows: six (6) teaching periods, one (1) lunch period, one (1) preparation period, one (1) activity period for a total of nine (9) period day, excluding Home Room periods. For those high school teachers who do not volunteer for a sixth (6th) teaching period, said schedule shall be as follows: five (5) teaching periods, one (1) lunch period, one (1) preparation period, one (1) activity period and one (1) supervision period, excluding Home Room periods.

Employees in the special areas of Home Economics, Physical Education, Fine Arts, Music, and Industrial Arts shall have (6) periods of student contact per day, excluding conference periods without any additional compensation. The school administration shall determine the amount of teachers required for a 6th period based on a school's individual need.

Those teachers in the 2013/2014 school year who are currently teaching a 6th period class in the District and agree to continue such assignment shall continue to receive the 10% salary stipend until such time when they no longer teach a 6th period, (grandfather clause).

Those teachers in the 2014/2015 school year and forward who voluntarily teach a 6th period, shall receive extra compensation which shall be paid as part of the regular paycheck and shall be subject to deductions for pension contributions but will not be included in base salary, the amount of \$4,500 until such time when they no longer teach a 6th period.

No more than 20% of the teaching staff who volunteer in any one school will be assigned a 6th teaching period.

7:2-5.1-2 The employee shall be available for conferences with parents, Department Heads, Administrators and Guidance Counselors during the employee's preparation/conference period.

### **7:2-5.2 Number of Preparations**

High school employees shall not be required to teach more than one (1) subject area nor more than a total of two (2) teaching preparations, except where emergencies are proven to exist.

### **7:2-5.3 Changing Teaching Stations**

Regular classroom employees in the high school shall not be required to change subject area teaching stations more than one (1) time during the day, except where emergencies are proven to exist.

### **7:2-5.4 Continuous Teaching in the High Schools**

High School employees shall not be required to teach continuously for more than three (3) periods, nor two (2) where double periods are used.

### **7:2-5.5 Exceptions**

Any employee may voluntarily accept a teaching preparation in excess of the maximums stated in Section 7:2 of this Article.

## **7:2-6 Elementary/Primary Preparation Time**

7:2-6.1 The Paterson School District and the Paterson Education Association believe that giving teachers adequate preparation time will help achieve two of their shared goals: better teaching and improved student achievement. The parties also agree that every employee needs reasonable breaks during the workday.

7:2-6.2 To ensure that all instructional employees have formally established time for preparation, elementary and primary teachers will have scheduled at least 40 minutes of preparation time per workday. Grade level meetings will not be scheduled during an employee's preparation time unless there is no other alternative. If it becomes necessary to use an employee's preparation period, at least one workday notice shall be given. In all cases, however, the employee shall be provided with another preparation period during the day the preparation period was lost. Further, it shall be the responsibility of the building administrator to coordinate staff schedules to enforce the terms and conditions of this provision.

7:2-6.3 During the time when a specialist (i.e., music, art, home economics, industrial arts, physical education, etc.) takes over the class of an elementary employee, the District agrees that the classroom employee shall have that time as a preparation period. Non-classroom employees shall continue to receive preparation time as per the practice in effect previously.



7:2-6.4 When specialists are not available to provide classroom employees with preparation time, the District shall make reasonable efforts to provide preparation by other means where possible.

7:2-6.5 In an effort to implement this SECTION, the principal and staff may agree to utilize creative management techniques, i.e., having employees use their preparation time, on an equitable basis, to cover the classes of employees who may not have access to service of specialists.

7:2-6.6 The parties recognize that instructional staff members will occasionally use the preparation periods for non-instructional purposes, and agree that such uses are legitimate.

7:2-6.7 To maximize effective use of this time where possible, instructional staff of the same grade level will have the same preparation periods.

7:2-6.8 Instructional staff may be required to attend grade level meetings at the discretion of the administrator, within the terms and conditions outlined in Article 7:2-6.2 above.

7:2-6.9 The parties agree that staff may not be removed from instructional duties to provide coverage for grade level meetings.

7:2-6.10 It shall be the responsibility of the building administrator to coordinate staff schedules to enforce the terms and conditions of this Section.

#### **7:2-6.11 School Nurses**

7:2-6.11-1 School Nurses shall be provided with one (1) period per day of personal time during which they will be permitted to address personal matters, or work on required reports, etc. Said breaks will be established in the school schedule and the parties agree that the nurse is required to remain in the building while on break.

7:2-6.11-2 Should an emergency situation arise during the nurse's scheduled personal time which results in the nurse losing time from this period, an equivalent to the amount of time lost shall be permitted to be taken immediately following the resolution of the emergency.

## **7:2-7 Instructional Assistants Break Time**

7:2-7.1 All instructional assistants shall receive, at a minimum, a twenty (20) minute break each morning and a twenty (20) minute break each afternoon daily.

7:2-7.2 Administrators and instructional assistants at each site are authorized to jointly modify these times periods so as to better meet the needs of the school and the staff involved, so long as the total number of minutes stated above is not diminished.

## **7:2-8 Instructional Planning**

7:2-8.1 The parties agree that the plan book is for the use and information of the teacher who prepares it.

7:2-8.2 In order to permit teachers to most effectively utilize the plan book, the parties agree that the plan book shall remain solely in the possession of the teacher during the entire school day.

## **7:2-9 Class Coverage Compensation**

7:2-9.1 In those cases where regular substitutes are not provided and a staff member covers a class during his/her conference/preparation period, including his/her own class due to the absence or unavailability of assigned specialists, said staff member shall be compensated effective July 1, 2014 at the rate of \$14.00 per period covered in addition to his/her own salary; effective July 1, 2015 the rate shall be \$15.00; effective July 1, 2016 the rate shall be \$16.00.

7:2-9.2 When, in those cases where regular substitutes are not provided, in addition to the cases cited above, a staff member is needed to cover a class during his/her own assigned supervision period or instructional period, the administrator(s) shall effectuate the assignment according to the following procedure:

7:2-9.2-1 Building administrators will first provide staff members on a preparation/conference period with the option of accepting or rejecting the class coverage. If the staff member accepts the coverage, s/he shall be compensated at the rate established in 7:2-9.1 per period covered in addition to his/her own salary.

7:2-9.2-2 If unable to secure coverage in the above mentioned manner, the building administrators shall obtain from the State District Superintendent of Schools, or his designee, permission to provide staff members on a supervision period, with the option of accepting or rejecting the class coverage. If the staff member accepts the coverage, s/he shall be compensated at the rate established in 7:2-9.1 per period covered in addition to his/her own salary.

7:2-9.2-3 If still unable to secure coverage, building administrators may relieve staff members from an assigned instructional period to provide class coverage. This coverage shall be assigned only with prior approval of the State District Superintendent of Schools, or his designee. Where approval is granted, the staff member shall be compensated at the rate established in 7:2-9.1 per period covered in addition to his/her own salary.

7:2-9.2-4 Staff members assigned so as to provide preparation time as described in 7:2-6.5 above, including his/her own class, shall be excluded from the coverage referred to in 7:2-9.2-2 and 7:2-9.2-3.

7:2-9.2-5 Each school principal shall report monthly to the State District Superintendent of Schools on the implementation of the process above. The report shall include the names of all staff persons who accepted or were assigned class coverages during the month and the date of each coverage.

7:2-9.2-6 Copies of these reports shall be forwarded by the State District Superintendent of Schools to the Association by the tenth day of each month following the reporting period.

7:2-9.3 All such coverages shall be arranged by the Principal of the school in question, and shall be assigned as equitably as possible among staff members in the school.

7:2-9.4 Procedural guidelines for the submission of class coverage compensation claims shall be established mutually by the State District Superintendent or designee and the Association. Said guidelines review will begin upon ratification of this Agreement. If the staff member accepts the coverage, s/he shall be compensated at the rate established in 7:2-9.1 per period covered in addition to his/her own salary.

7:2-9.5 The District intends to avoid the practice of dividing classes among teachers when substitute teachers have not been provided. In those emergency circumstances where regular substitutes are not available, the District and its agents shall make every reasonable effort to limit the number of pupils being placed in a teacher's class. It is agreed that a maximum of five (5) pupils to each class is a mutually shared goal toward which the parties agree to strive.

## **7:2-10 Extra Curricular Activities**

### **7:2-10.1 Goals**

The parties believe that co-curricular activities can contribute significantly to the success of the overall educational experience for students. Properly conceived and conducted, co-curricular activities can help expand the benefits of the "school day" before classes begin, through the afternoons after classes end, and even into some evenings and weekends. The parties share an interest in managing staff assignments to co-curricular activities so that (1) all such assignments are filled by well qualified people who want them, (2) the assignments are announced sufficiently ahead of the start of the activities to enable the assigned staff members to plan appropriately, and (3) students and staff are encouraged to propose new co-curricular activities.

### **7:2-10.2 Approved Activities**

7:2-10.2-1 The District and the Association agree that the extra-curricular activities listed in Part 1 and 2 of Schedule C are educationally worthwhile.

7:2-10.2-2 The parties agree that co-curricular staff assignments will be made in response to student interest in having co-curricular activities available. To this end, students will be invited to submit information about their interests for new and changed co-curricular activities.

### **7:2-10.3 Compensation**

Employee participation in extra-curricular activities which extend beyond the regularly scheduled in-school work day shall be consistent with the prescriptions of NJSA 34:13A-23 and shall be compensated according to the rate of pay and/or released time where stipulated in the attached schedules.

## **7:2-10.4 Appointment/Reappointment**

7:2-10.4-1 Openings for extra-curricular positions will be posted throughout the District. Co-curricular staff assignments will be filled wherever possible by staff members who apply for them. If no qualified staff member volunteers from these internal postings, management will seek candidates from outside the District. If no volunteers can be found, the District maintains the right of assignment. Only if there are no qualified applicants, either already on file or in response to posted opportunities, will the Administration assign non-volunteers to take the assignments.

7:2-10.4-2 Both renewal and new co-curricular staff appointments will be announced well in advance of the start of the activity, on a timetable for activities established below:

7:2-10.4-2.1 The parties agree that written employment contracts for extra-curricular positions as delineated in Schedule C – Part 2 of this Agreement shall be issued by the District within thirty (30) days of approval of employment by the District. For compensated assignments, this notice will take the form of a formal contract or letter from the District.

7:2-10.4-2.2 Advisors/coaches for Fall sports/activities shall be notified of their employment status in said position not later than February 1. In cases of resignation or non-reappointment, said position shall be posted in accordance with the provisions of this Agreement with a deadline for application not later than March 1.

7:2-10.4-2.3 Advisors/coaches for Winter sports/activities shall be notified of their employment status in said position not later than May 1. In cases of resignation or non-reappointment, said position shall be posted with the provisions of this Agreement with a deadline for application not later than June 1.

7:2-10.4-2.4 Advisors/coaches for Spring sports/activities shall be notified of their employment status in said position not later than October 1.

In cases of resignation or non-reappointment, said position shall be posted in accordance with the provisions of this Agreement with a deadline for application not later than November 1.

### **7:2-10.5 Released Time**

Employees shall be released from instructional assignments in the high schools as extra-curricular compensation in accordance with Schedule C – Part 1.

### **7:2-11 Field Trips**

#### **7:2-11.1 Procedure**

The following shall be the procedure to be adhered to in establishing field trips for pupils in the public schools:

7:2-11.1-1 The principal of the school shall make application in writing to the Assistant Superintendent for permission to conduct all field trips.

7:2-11.1-2 Guidelines shall be promulgated for review and appeal of decisions regarding field trips. Said guidelines shall be made available to all staff members in each building.

7:2-11.1-3 Final approval/rejection of any application shall be at the discretion of the District. Such rejections shall not be subject to the grievance procedure.

#### **7:2-11.2 Employee Expense Allowance**

7:2-11.2-1 Employees who participate in overnight field trips shall be paid an expense allowance of \$100.00 per day. In recognition of the increased responsibilities involved, the District's Environmental Resource Teacher(s) shall be compensated at the rate of \$150 per night for Environmental Program overnight field trips.

7:2-11.2-2 The District shall pay transportation and admission cost for the employees on any day field trip.

### **7:2-12 Junior Reserve Officers' Training Corps Program**

#### **7:2-12.1 Bargaining Unit Membership**

7:2-12.1-1 Positions of JROTC program instructors and instructional assistants shall be included in the Recognition Clause of this collective bargaining agreement and shall be

subject to the terms and conditions of employment established or teaching staff members and instructional assistants therein, except where otherwise modified by the parties.

7:2-12.1-2 Staff members assigned to the Junior Reserve Officers' Training Corps. Program (JROTC) shall be recognized as part of the Paterson Education Association's bargaining unit effective with their employment date in the District.

### **7:2-12.2 Reduction In Force Exclusion**

7:2-12.2-1 Junior Reserve Officers' Training Corps. Program (JROTC) staff members who are also members of the military shall not be subject to reduction-in-force provisions of the collective bargaining agreement, except as state law or regulation shall otherwise require.

7:2-12.2-2 Junior Reserve Officers' Training Corps. Program (JROTC) instructional assistants who are members of the military and, by virtue of that military experience, are employed specifically for the JROTC program in compliance with military requirements may be assigned only to that program, to the exclusion of all others, absent agreement of the parties to the contrary.

7:2-12.2-3 Junior Reserve Officers' Training Corps. Program (JROTC) instructional assistant shall be excluded from all reductions in force and recalls affecting instructional assistants.

### **7:2-12.3 Work Year**

7:2-12.3-1 Junior Reserve Officers' Training Corps. Program (JROTC) staff shall be considered twelve (12) month employees and shall work a maximum of two hundred four (204) days between July 1 and June 30, said days to be comprised of all days during the regular school year for other instructional staff plus twenty (20) additional days between the end of the regular school term and the beginning of the ensuing school term or as otherwise scheduled during the regular school year based upon program needs of the JROTC staff members and approved by their administrators.

7:2-12.3-2 Said additional workdays do not necessarily have to be consecutive days. The schedule for said

additional days shall be developed by the staff members and submitted for approval to the staff members' immediate supervisor or building principal.

## **7:3 SECRETARIES**

### **7:3-1 Categorization**

For the purpose of this Section, secretarial staff members represented by the Association as indicated in Article 1:1 of this Agreement shall be categorized as follows:

7:3-1.1 Administrative Secretaries shall reference secretarial staff assigned to Central Administration Headquarters Offices including:

Business Office (Specialist and Senior Specialists)

Data Entry Clerks

Department of Special Services Offices

Employee Benefits Specialists

Food Services

Telephone Operators

Old School # 5

Paterson Adult & Continuing Education Building except the Silk City 2000 Academy program and any other secretarial/clerical staff not specifically assigned to a public school building.

7:3-1.2 School Secretaries shall reference secretarial staff assigned to public school buildings and those assigned to the Paterson Adult and Continuing Education program, including the Paterson Adult School, New Jersey Youth Corps, and Silk City 2000 Academy programs.



## **7:3-2 Workday**

7:3-2.1 The normal workday for secretarial staff shall be seven (7) hours exclusive of the lunch period as follows:

	<u>Work Hours</u>	<u>Lunch Period</u>
High School (including Registrars)	8:15- 4:00	45 min.
Elementary & Primary Schools	8:00 – 3:30	30 min
Administrative Office (including Telephone Operators and employee Benefit Specialist)	8:30 – 4:30	60 min
Food Service	8:30 – 4:30	60 min
Central Supply, Maintenance, Custodial Services, Audio Visual	7:30 – 3:00	30 min

## **7:3-2.2 Exceptions**

1. Early switchboard operator
2. Personnel in the high school responsible for teachers' absences. Their time of arrival and dismissal will vary, but actual number of hours (exclusive of lunch) is seven (7).
3. Flex-time (starting and ending time) as an employment concept is permissible, with the mutual agreement of the staff member and supervisor, so long as the work hours are consecutive and no longer than the time spans indicated in Article 7:3-2.

## **7:3-2.3 Break Time**

Secretaries are authorized to take one fifteen (15) minute break in the morning and one fifteen (15) minute break in the afternoon daily.

## **7:3-3 Work Week**

The regular work week shall be from Monday through Friday, except where holidays occur.

## **7:3-4 Holidays**

### **7:3-4.1 School Secretaries**

Holidays with pay shall be provided (during the school year) when schools are closed in accordance with the calendar for ten (10) month District employees. Also included are holidays which occur during the summer months.

### **7:3-4.2 Administrative Secretaries**

7:3-4.2-1 Secretaries shall be entitled to a minimum of fifteen (15) paid holidays each year on days as specified below when school is not in session and in accordance with the calendar for twelve (12) month District employees.

7:3-4.2-2 Paid holidays shall be divided into two (2) categories.

7:3-4.2-2.1 Administrative Secretaries shall receive the following holidays as paid holidays:

Independence Day	New Year's Day
Labor Day	Martin Luther King Day
Thanksgiving Day	Day after Thanksgiving
President's Day	Good Friday
Christmas Day	Memorial Day

7:3-4.2-2.2 Additionally, Administrative Secretaries are guaranteed an additional five (5) paid holidays from the list below:

Rosh Hashanah	Veteran's Day
Yom Kippur	Christmas Eve
Columbus Day	New Year's Eve
Presidential Election	Eid El Fitr
NJEA Convention (up to 2 days)	Easter Recess
Unanticipated Holiday(s)	

### **7:3-4.2-3 Additional Holiday Closings**

If the District is closed for additional holidays beyond the minimum of fifteen (15) guaranteed holidays above, secretaries shall be granted these additional days off with pay whether these days are specified in either Section above.

**7:3-4.2-4 Saturday/Sunday  
Holidays**

In the event that an observed holiday falls on a Saturday or Sunday, secretaries shall be given either the preceding Friday or the following Monday off with pay provided the District is closed.

**7:3-4.2-5 NJEA Convention**

In accordance with the laws of the State of New Jersey, secretarial staff members who so request shall be excused to attend the NJEA Convention, and said days shall not count toward vacation, sick or personal days. The District may require proof of attendance for this time.

**7:3-4.2-6 Snow Days**

Personnel who report on days designated as “snow days” shall receive a day off at a subsequent date. Personnel unable to report to work shall not be charged with a “sick day.”

**7:3-5 Summer Schedules**

**7:3-5.1 School Secretaries**

7:3-5.1-1 The daily work hours cited in Article 7:3-2.1 shall remain in effect during the months of July and August. However, during the period from the first Monday in July through the third Monday in August, school secretarial staff will be required to work a four-day week. They will continue to be paid full salary during this time.

7:3-5.1-2 During the above periods, work schedules will be submitted to immediate supervisor for approval in advance of July 1 annually.

7:3-5.1-3 During summer months, or when school is not in session, secretarial staff members may work a schedule different than those provided in this Agreement upon approval of their immediate supervisor.

7:3-5.1-4 The District recognizes that adequate security will be provided in those circumstances in which secretaries are scheduled to be in a building that is not also occupied by either the building administrator or a security guard.

### **7:3-5.2 Administrative Secretaries**

7:3-5.2-1 The daily work hours cited in Article 7:3-2-1 shall remain in effect during the months of July and August.

7:3-5.2-2 During the summer months, or when school is not in session, secretarial staff members may work a daily schedule different than those provided in this Agreement upon written approval of their immediate supervisor.

### **7:3-6 Vacations**

#### **7:3-6.1 General Criteria**

7:3-6.1-1 All secretarial employees in the bargaining unit hired prior to May 1, 1995, are entitled to four (4) weeks annual vacation.

7:3-6.1-2 Secretarial employees hired between May 1, 1995, and July 1, 1995, shall receive one week annual vacation during their initial year of employment.

7:3-6.1-3 All secretarial employees in the unit hired by the District on or subsequent to July 1, 1995, are entitled to two (2) weeks annual vacation after the completion of one (1) full year of employment; three (3) weeks annual vacation after the completion of three (3) full years of employment and; four (4) weeks of vacation after the completion of six (6) full years of employment.

7:3-6.1-4 Secretarial employees within their first year of employment may, with the approval of their immediate supervisor, utilize up to one week of their initial vacation entitlement.

7:3-6.1-5 A maximum of five (5) vacation days may be carried over to the subsequent school year. No employee may exceed five (5) days unless written approval is obtained in advance from his/her supervisor.

#### **7:3-6.2 Vacation Schedules**

Vacations must be scheduled in accordance with the conditions set forth below:

**7:3-6.2-1 Elementary/Primary  
Schools Secretaries**

Vacations must be taken during the months of July and August but may not include the two (2) week period following the official closing of school or the two (2) week period prior to the opening of school.

**7:3-6.2-2 High School Secretaries  
Including Registrars**

Vacations may be taken during the work year as scheduled with the building Principal, as long as the schedule provides for the daily coverage during the months of July and August.

**7:3-6.2-3 All Other Secretarial  
Staff**

Vacations with the approval of the Department Supervisor must be taken within a current work year (July 1 through June 30).

**7:4 ATTENDANCE OFFICERS**

**7:4-1 Workday**

The workday for attendance officers shall begin at 8:25 a.m. and end at 3:00 p.m.

**7:4-2 Work Year**

Attendance officers shall be ten (10) month employees. Required evening home visitations and Court appearances during times when school is not in session by these officers shall be compensated at the rate established for non-schedule salaries in Article 12:7 of this Agreement for support staff.

**7:4-3 Identification Badges**

The District shall provide Attendance Officers with photo identification cards which shall indicate their authority to perform their job responsibilities at no expense to the officers.

#### **7:4-4 Home Visitation Protection**

In those cases where Attendance Officers are required to make home visits under circumstances which the officers believe endanger their health, safety or well-being, a second officer will be assigned to accompany the officer at the time of the visit as approved by immediate supervisor. The visit shall be considered part of the work load of both officers.

#### **7:4-5 Communication Equipment**

The district agrees to provide to the Attendance Officers equipment which will permit immediate communication with police authorities in emergency situations, at no cost to the officers.

### **7.5 SECURITY OFFICERS**

#### **7:5-1.1 Security Officer Traditional Program**

The workday for security officers represented by the Association shall begin at 8:00 a.m. and end at 3:30 p.m.

#### **7:5-1.2 Security Officer Alternate Work Day Schedule**

In addition to the above, the parties agree that the district shall have the right to create alternate work schedules for security officers in its sole discretion. Security officers employed directly by the district and represented by the Association may volunteer for such schedules, but no employee may be involuntarily assigned to such a schedule.

The parties further agree that should no security officer employed directly by the district volunteer for an alternate work schedule assignment, the district retains the right to hire new employees or to utilize the services of an independent contractor to fulfill the district needs with regard to said alternate work schedules. Staff members initially employed to fill vacancies in alternate work schedule assignments shall be advised prior to being hired by the district that their employment is contingent upon participation in the designated alternate work schedule assignments. However, such employment shall not preclude said employees from requesting a transfer under the terms of this Agreement.

In those cases where more than one security officer employed directly by the District volunteers for an alternate work schedule assignment, the parties agree said assignment to the position shall be based upon seniority within the District.

Finally, the parties agree that there shall be no reduction in the number of security officers employed directly by the District as a result of the implementation of alternate scheduling.

### **7:5-2 Work Year**

Security Officers shall be twelve (12) month employees.

### **7:5-3 Summer Schedule/Vacations**

7:5-3.1 Security officers in the unit are entitled to four (4) weeks annual vacation.

7:5-3.2 Vacation schedule requests will be submitted to immediate supervisors for approval in advance of June 1st.

7:5-3.3 A maximum of five (5) vacation days may be carried over to the subsequent school year. No employee may exceed five (5) days unless written approval is obtained in advance from his/her supervisor.

### **7:5-4 Break Time**

The parties agree that every employee needs reasonable breaks during the workday. Security Officers are explicitly authorized to take reasonable breaks.

### **7:5-5 Uniform Clothing Allowance**

7:5-5.1 The district agrees to provide security officers with uniform clothing each year. The determination of the nature of the uniform for officers shall remain with the management of the district, but shall be made only after consultation with the employees affected.

7:5-5.2 The parties agree that in the first year of employment, and in a seasonally appropriate fashion, security personnel shall be provided with uniform components as found below:

Trousers –	winter weight (2 pair)
	Spring weight (2 pair)

Shirts-	long sleeve polyester navy winter weight (3) Short sleeve white – summer weight (3) PPS patch & American flag patch (6) sets
Sweaters-	Cotton navy with badge holder (2)
Badge-	Silver PPS Security (1)
Name Plate-	first initial and last name (1)
Tie-	Navy clip-on (2)
Belt-	Black (1)
Coat-	Navy winter weight (1), PPS patch and flag patch set (1)

**7:5-5.2-2 Night Shift and  
Selected Job Assignment Uniform  
Components**

In addition to those components listed above, the District shall provide all of the following components to security officers as per District specifications to those officers assigned to the Night Shift or whose job is determined by the Director of Security to need the following components as part of their uniform. Thereafter, these components may be purchased by those security officers assigned to the night shift or whose job is determined by the Director of Security to need the following components as part of their uniform and annual expenditure:

- Tactical BDU Pants – summer and winter weight
- Tactical BDU Shirts – summer and winter weight
- Flash Light

7:5-5.3 In addition to the above, in each year following said initial year of employment the District shall provide each member of security staff with \$400, for the replacement uniform components, which shall include boots and shoes approved by the Director, a list of which shall appear upon a list of approved footwear provided to the security officers by August 1 of each school year.

**7:5-6 Communication Equipment**

The District agrees to provide Security Officers with equipment which will permit the officers to communicate with the main office from any location in or around the building.



### **7:5-7 Overtime Notification**

The District agrees that security officers will be provided with first preference in notice of, and assignment to, all overtime and extra program employment opportunities in the District.

## **7:6 PARENT COORDINATORS (SCHOOL/ COMMUNITY PROGRAM COORDINATORS)**

### **7:6-1 Workday**

The workday for Parent Coordinators (School/Community Program Coordinators) shall be the same as that for elementary and primary school instructional staff.

### **7:6-1 Work Year**

7:6-2.1 Parent Coordinators (School/Community Program Coordinators) shall be considered ten (10) month employees.

7:6-2.2 In addition to the above, the District shall have the authority to establish eleven (11) month work year School/Community Program Coordinator positions. A separate salary guide reflecting a ten percent (10%) adjustment shall be applicable for this position.

### **7:6-3 Flexible Assignment**

Parent Coordinators (School/Community Program Coordinators) may work a flexible but equal schedule different than that provided in this Agreement upon approval of their immediate supervisor.

7:6-4 The District shall have the authority to require an eleven (11) month work year for School/Community Program Coordinators. A separate salary guide reflecting a 10% adjustment shall be applicable for this schedule. Ten (10) month salary guide shall remain in the event the District, in its discretion, retains any ten (10) month employees in this category.

## **7:7 DENTAL ASSISTANTS**

### **7:7-1 Workday**

The workday for Dental Assistants shall be from 8:00 a.m. to 3:30 p.m.

### **7:7-2 Lunch Period**

All Dental Assistants shall be entitled to a daily duty free lunch period of thirty (30) minutes.

### **7:7-3 Break Time**

The parties agree that Dental Assistants need reasonable breaks during the workday. Dental Assistants are explicitly authorized to take reasonable breaks.

### **7:7-4 Work Week**

7:7-4.1 The regular work week shall be from Monday through Friday, except where holidays occur.

7:7-4.2 In the event of schools having early dismissal (such as 1:10 p.m. for in-service meetings), Dental Assistant shall not be dismissed unless an emergency condition exists.

### **7:7-5 Work Year**

Dental Assistants shall be considered twelve (12) month employees, with the work year commencing September 1 annually.

### **7:7-6 Holidays**

Dental Assistants will receive with pay all holidays noted for school-based employees. In addition, they will receive, with pay, the July 4th holiday.

### **7:7-7 Summer Schedules/Vacations**

7:7-7.1 During the month of July, the workday for Dental Assistants shall be from 8:30 am to 3:00 pm, with thirty (30) minute lunch period.

7:7-7.2 The Dental Assistants shall be provided with the entire month of August as vacation days (from August 1 through August 31).

### **7:7-8 Uniforms**

7:7-8.1 The District agrees to provide Dental Assistants with uniform clothing each year. The provision of uniform clothing shall be in compliance with OSHA requirements, when applicable.

7:7-8.2 The determination of the nature of the uniform clothing shall remain with management, but shall be made only after consultation with the affected employees.

### **7:7.9 Certification Requirements**

7.7-9.1 The District agrees that Dental Assistants employed prior to July 1, 1992 shall not be required to hold New Jersey State Dental Assistant Certification unless required by law.

7:7-9.2 Dental Assistants who obtain New Jersey State Dental Assistant Certification shall be paid in accordance with the salary schedule established in this document for that certification.

## **7:8 ANALYST**

### **7:8-1 Categorization**

For the purposes of this Agreement, Analysts represented by the Association as indicated in Article 1:1 of this agreement shall include:

- Budget Analyst
- Curriculum and Instruction Analyst
- Grant Analyst
- Purchasing Analyst
- Reconciliation Analyst
- Senior Purchasing Analyst
- Student Placement Analyst
- System Analyst

and any other Analyst position which performs duties similar to those listed above.

## **7:8-2 Work Day**

The normal workday for Analysts shall be eight (8) hours inclusive of sixty (60) minute lunch period. The work day shall begin at 8:30 a.m. and end at 4:30 p.m.

## **7:8-3 Work Year**

### **7:8-3.1 Calendar**

Analysts shall be twelve (12) month employees following the same calendar requirements as set forth in Article 7:3-4.2

### **7:8-3.2 Additional Holiday Closings**

If the District is closed for additional holidays beyond the limit of fifteen (15) guaranteed holidays as set forth in Article 7:3-4.2 Analysts shall be granted these additional days off with pay.

### **7:8-3.3 Saturday/Sunday Holidays**

In the event that an observed holiday falls on a Saturday or Sunday, Analysts shall be given either the preceding Friday or the following Monday off with pay provided the District is closed.

### **7:8-3.4 NJEA Convention**

Analysts who so request shall be excused to attend the NJEA Convention, and said days shall not count against vacation, sick or personal days. The District may require proof of attendance for this time.

### **7:8-3.5 Snow/Inclement Weather Days**

Personnel who report on days designated as "snow days," inclement weather days or emergency closing days shall receive a day off at a subsequent date. Personnel unable to report to work shall not be charged with a sick, personal or vacation day.

### **7:8-3.6 Vacations**

7:8-3.6-1 Analysts hired before July 1, 1996 shall have 22 paid vacation days on an annual basis (July 1 – June 30). Analysts hired after July 1, 1996 shall be provided with ten (10) days after one year of employment; fifteen (15) days after

three (3) years of employment and twenty-two (22) days, except in case of an emergency.

#### **7:8-4 Break Time**

Analysts shall be authorized to take breaks for personal needs in the same manner as in the 2008-09 year.

#### **7:9 OVERTIME**

7:9-1 The District shall pay overtime after forty (40) hours of actual work in a week for employees other than teachers, instructional assistants and school/community program coordinators. Overtime pay shall be at a rate equal to 1 and ½ times the particular employee's regular pay rate.

7:9-2 Time off because of use of sick leave, personal leave, bereavement leave or vacation leave shall not count toward the accrual of the 40 hours of actual work in a workweek needed before overtime compensation is earned.

7:9-3 Employees other than teachers, instructional assistants and school/community program coordinators shall be compensated at the rate of 1 and ½ times their regular pay rate for all assigned work directed to be performed on Saturdays.

7:9-4 Employees other than teachers, instructional assistants and school/community program coordinators shall be compensated at the rate of two times their regular pay rate for all assigned work directed to be performed on Sundays and holidays.

7:9-5 Required evening home visitations and/or court appearances which occur during the school year at time when school is not in session which exceed forty (40) hours of actual approved work in a week for Attendance Officers shall be designated as overtime earnings. In the event court appearances are required during times when Attendance Officers are on vacation, they shall be compensated through compensatory time equal to one and one-half (1 1/2) times actual time worked with a minimum guarantee of four (4) hours compensatory time and a maximum of one full day of compensatory time.

7:9-6 The parties agree that the above Section shall become effective upon ratification of this Agreement by the parties.

## **7:10 EXCEPTIONS**

Exceptions to the provisions of this ARTICLE may be made only in cases of extreme emergency. The Association shall be notified in each such instance, in advance if possible. A disagreement over whether an exception is justified shall be subject to the grievance procedure and shall be initiated at Level Two thereof.

## **ARTICLE 8 CLASS SIZE**

### **8:1 SPECIAL EDUCATION**

The District agrees to meet the requirements for Special Education classes as stated in Chapter 46 of the New Jersey Statutes.

### **8:2 ASSIGNMENTS**

In the scheduling of classes every effort will be made to establish reasonable assignments.

### **8:3 GRIEVANCES**

Grievances on class size and assignments will terminate at Level Two.

## **ARTICLE 9 SPECIALISTS**

### **9:1 READING SPECIALISTS**

So long as the District agrees to employ reading specialists, these employees shall be paid on the differential established in the attached Schedules.

## **9:2 INCLUSION OF JOB DESCRIPTIONS**

The job descriptions included in the Rules and Regulations of the District shall be made part of the written contract, Job Descriptions are included for the purpose of notifying employees as to their job duties. The District has the managerial right to revise the job descriptions, as they deem necessary, in their discretion.

# **ARTICLE 10 NON-INSTRUCTIONAL (TEACHING) DUTIES**

## **10:1 INTENT**

The District and the Association acknowledge that an employee's primary responsibility is to teach and that his/her energies should, to the extent possible, be utilized to this end. Therefore, they agree as follows:

## **10:2 TRANSPORTING STUDENTS**

### **10:2-1 REIMBURSEMENT (Transporting Students)**

Employees shall not be required to drive students to activities which take place away from the school building unless required in the performance of their contractual duties. An employee may do so voluntarily, however, with the advance approval of the State District Superintendent or his designee. S/he will be compensated at the current Internal Revenue Service (IRS) suggested per mile rate for such reimbursement for the use of his/her automobile unless otherwise compensated under the terms of Article 12:7-6. Staff members who receive compensation under Schedule C-Part 4 of this Agreement may not receive reimbursement under this section for van driving services.

## **10:2-2 Liability Coverage**

The District shall arrange for and maintain appropriate insurance to cover all liability damages (losses and expenses) incurred by an employee against whom any action shall be brought for any act or omission arising out of the authorized use of his/her automobile in the performance of school duties.

## **10:3 SHOPPING TIME**

### **10:3-1 Release Time**

Teachers of Home Economics shall be provided with two (2) consecutive class periods per week for the purpose of purchasing the provisions or supplies used in the teaching of their classes in the areas of foods and cooking. Shopping time will be permitted during cooking curriculum marking periods or when authorized by the building administrator.

### **10:3-2 Scheduling**

The District agrees to notify the teachers involved, in the beginning of the school year, of the day and times in which teachers will be provided with shopping time where possible, in coordination with their curricular activities.

### **10:3-3 Traveling Staff**

Teachers assigned to more than one school shall be provided with shopping time in each school whenever necessary to properly meet the requirements of the curriculum and the teacher's job description.

## **10:4 NON-INSTRUCTIONAL DUTIES**

### **10:4-1 Preamble**

10.4-1.1 The Paterson Education Association and the Paterson School District have a joint interest in increased student-teacher contact, which maximizes current instructional time, and the efficient use of financial resources. The District agrees to free instructional staff from non-instructional duties, i.e., lunchroom duty



and associated clerical responsibilities and, to the extent possible, other non-instructional clerical duties.

10:4-1.2 The District agrees personnel other than staff represented by the Association shall perform non-teaching duties including but not limited to milk distribution, supervision of cafeterias or lunch rooms, the collection and processing of lunch applications and money, and the completion of attendance registers and, to the extent possible, other non-instructional clerical duties.

## **10:4-2 Lunch Supervision**

10:4-2.1 The District will hire lunchroom monitors for each school prior to the opening of the 1992-93 school year. Every consideration will be given to Paterson residents. The number of aides assigned to each school will depend on the school population, lunchroom size and number of students to be served per shift. Lunchroom aides will be responsible for monitoring students during breakfast and lunch, at schools where programs exists, for collecting weekly lunchroom money, and for collecting, compiling and reviewing lunchroom applications and other clerical duties associated with lunchroom operation.

### **10:4-2.2 Staff Participation**

#### **10:4-2.2-1 Voluntary Lunch Duty Program**

Certified staff may volunteer for lunch duty. Volunteers who are selected for this assignment shall be compensated in annual stipend of \$2,000; if any individual performs these duties for less than a full school year, compensation shall be on a pro-rated basis for each period of supervision s/he performs during the school year in the amount of \$11.11 per period. This program shall be effective 1998-99.

#### **10:4-2.2-2 Eligibility**

Any certified staff member holding New Jersey State certification appropriate for the supervision of students may volunteer to participate in the lunchroom supervision program. The District may consider utilization of instructional assistant staff members who hold valid substitute certificates.

### **10:4-2.2-3 Procedure for Soliciting Volunteers**

In each school building, principals will provide all staff members who meet the qualification outlined in Article 10:4-2.2-2 above with an opportunity to volunteer to participate in the lunchroom supervision program for the year during the last month of school in the preceding school year and again during the month of September commencing with the first day of school. Nothing herein shall preclude the District from providing further notification of the need for volunteers during the school year on an as needed basis.

### **10:4-2.2-4 Notification**

In each school where the voluntary lunchroom supervision program is established, the number of annual positions available shall be published by the principal to all staff in the beginning of the school year. This number shall be considered an estimate and shall not be deemed a minimum or maximum or a guarantee of the number of volunteers required. Each position shall carry with it an annual stipend of two thousand dollars (\$2,000). Said stipend shall be to staff members who fill the annual position(s) in the program on a pro-rated basis of \$11.11 for each period of supervision s/he performs during the school year.

### **10:4-3 Non-Instructional Clerical Duties**

The District will computerize its record-keeping processes as soon as possible.

10:4-3.1 A joint committee composed of an equal number of representatives from the P.E.A., the District, and other associations will meet by July 1, 1992 to identify the needs of staff and the District relative to these areas and define the parameters and processes for computerizing the District class register, lunchroom applications, attendance and other clerical data.

10:4-3.2 In the interim period before computerization, the District will allot funds to each school to see that such clerical functions are done by high school work-study students, or are assigned to non-instructional personnel with some pay for assuming the duty, or are accomplished under any other options school sites decide upon, provided that the tasks are done correctly and in a timely manner.

10:4-4 In the elementary and primary schools, principals, administrators, teachers, and paraprofessionals will cooperate to ensure that time now free of non-instructional duties is used to increase instruction, enhance student achievement, and/or expand student-teacher contact.

## **ARTICLE 11 EMPLOYMENT**

### **11:1 PLACEMENT ON SALARY SCHEDULE**

#### **11:1-1 Previous Experience Credit**

When engaging teachers for service, the State District Superintendent is authorized to grant credit for outside teaching experience. Credit shall be based upon the amount of the increment in effect on the appropriate salary guide. Credit may only be given full-time contractual service achieved in any publicly owned and operated college, school or other institution of learning for one academic year in this or any other state or territory of the United States. Credit shall not be granted for full-time substitute service.

#### **11:1-2 Earned Increment Eligibility**

The parties agree that employees covered by the earned-increment provisions of the contract will be eligible for the full increment in the following contract year:

11:1-2.1 If ten-month employees, they are employed on or before February 1.

11:1-2.2 If twelve-month employees, they are employed on or before January 1.

### **11:2 PREVIOUS SICK LEAVE ACCUMULATION**

Previously accumulated unused sick leave days shall be restored to all teachers returning from military service.

### **11:3 NOTIFICATION OF CONTRACT AND SALARY**

Non-tenured teaching and instructional assistant staff members shall be notified of their contract and salary status for the ensuing year no later than May 15. All other members covered by this agreement shall be notified by June 30.

If, however, by Legislative or State Department of Education action the provisions of N.J.S.A 18A:27-3, et seq. are relaxed or extended, the provision shall be temporarily modified accordingly.

### **11:4 DUTIES OF NON-CERTIFICATED INSTRUCTIONAL ASSISTANT (I-V) PERSONNEL**

The duties of Instructional Assistant personnel shall be confined to supportive duties within the school district.

### **11:5 INSTRUCTIONAL ASSISTANT PROBATIONARY PERIOD**

#### **11:5-1 Definition**

During the first two (2) years of continuous employment, an Instructional Assistant shall be considered a probationary employee.

#### **11:5-2 Probationary Instructional Assistant Dismissal Procedure**

During said probationary period, the District may terminate the employment of such an employee under the guidelines established by the State of New Jersey for non-tenured teaching staff members.

### **11:6 INSTRUCTIONAL ASSISTANT (I-V) SENIORITY AND JOB SECURITY**

#### **11:6-1 Definition**

School district seniority is defined as service by appointed Instructional Assistant employees in the school district in the collective bargaining unit covered by this Agreement.

## **11:6-2 Seniority in the Event of Reduction in Force (RIF)**

11:6-2.1 In the event of a work location reduction in force, including reductions caused by the discontinuance of a facility or its relocation, the employees shall be laid off in the inverse order of seniority of the employees in the unit.

11:6-2.2 In the event of any reduction in force (RIF), district-wide seniority shall apply.

## **11:6-3 Recall Procedure**

In the event that a vacancy occurs, a laid off employee shall be entitled to recall thereto in the order of seniority for a three (3) year period. Upon recall, the appointed employee shall have his/her accumulated seniority to the date of lay off.

## **11:6-4 Non-Probationary Instructional Assistant Dismissal Procedure**

11:6-4.1 Unless the District has a justifiable reason for not adhering to strict seniority based upon legitimate non-arbitrary to strict seniority based upon legitimate non-arbitrary criteria, then after the completion of a two (2) year probationary period, no Instructional Assistant employee shall be dismissed or be subject to reduction in salary except for inefficiency, incapacity or other just cause.

11:6-4.2 All employees shall be entitled to written notice of such reasons and hearing, if requested, before the Superintendent or its designee.

11:6-4.3 Should the employee not be satisfied by the determination of the Superintendent or designee, at his/her request, the matter shall be subject to binding arbitration as provided in the grievance procedure of this Agreement.

## **11:7 SUBCONTRACTING/REDUCTION IN FORCE**

A Joint Committee of equal members shall be established by the parties, and will be convened as soon as practical after any decision by the District to consider the subcontracting of unit work where the effect would be the loss of any unit job. The Committee shall

review possible alternatives to the potential subcontracting plan, and discuss severable issues, if any, related to such subcontracting plan.

## **ARTICLE 12**

### **SALARIES**

#### **12:1 SALARY SCHEDULE**

The salaries of all employees covered by this Agreement shall be set forth in attached schedules.

#### **12:2 PAYMENT**

##### **12:2-1 Exceptions**

When a pay day falls on or during a school holiday, vacation or weekend, employees shall receive their pay checks on the last previous working day.

##### **12:2-2 Final Pay Ten Month Employees**

Ten month employees shall receive their final checks and the pay schedule for the following year on the last working day in June, provided individual records are complete and accurate.

##### **12:2-3 Summer Payment Option**

12:2-3.1 Each employee may individually elect to have ten percent (10%) of his/her monthly salary deducted from his/her pay. These funds shall be paid to the employee or his/her estate on the final pay day in June, or according to a schedule of payment throughout the summer as requested by the employee, or upon death or termination of employment, if earlier.

12:2-3.2 The District agrees that it will not place monies from employees who opt for summer payment in any form of interest bearing account, unless said interest is distributed to those whose salaries earned such interest.

## **12:3 EQUIVALENCY CREDIT**

### **12:3-1 Statutory Provisions**

Equivalency credit shall be granted in accordance with the terms and conditions set forth in N.J.S.A. 18A:29-6 to 18A:29-16.

### **12:3-2 Administration of Program**

The administration of the equivalency credit program shall be responsibility of the State District Superintendent of Schools or designee, who may call upon teaching personnel for such assistance as is necessary.

### **12:3-3 Procedure**

#### **12:3-3.1 Application**

Candidates for adjustment under the Equivalency Program must process their request on the official application blank furnished by the State District Superintendent's Office or his/her designee. To be eligible, an applicant must hold permanent certification.

#### **12:3-3.2 Equivalency Committee Guidelines**

12:3-3.2-1 Procedural guidelines for submission and provision of equivalency credit shall be developed and implemented by the mutual agreement of the State District Superintendent of Schools or designee and the Association.

12:3-3.2-2 The Committee shall be called into session not later than the third week of each October to consider applications for approval in November, and not later than third week of each March to consider applications for approval in April.

12:3-3.2-3 Candidates for adjustment under the equivalency program must submit applications not later than September 30 or February 28.

12:3-3.2-4 Candidates for equivalency must submit, as part of their application, proof of their request for official transcripts which have been mandated by the Committee. In the event the application is received in a timely fashion by the Committee, and the Committee rules the application to meet all

requirements for adjustment but the college or university fails to forward the transcripts by the filing deadline, the Committee shall consider the application at its next regularly scheduled meeting, and adjustments shall be made retroactively as if the transcript had been received in a timely fashion.

### **12:3-3.3 Time Limits**

Equivalency degree ratings approved in November shall be effective as of September 1, and all equivalency degree ratings approved in April shall be effective February 1. Adjustments for equivalency under these regulations shall be granted only at the time set forth herein.

### **12:3-3.4 Permanent Record**

All credentials submitted with application shall be retained as a matter of permanent record by the State District Superintendent of Schools.

## **12:4 SALARY INCREASES FOR ADVANCED DEGREE AND/OR EQUIVALENCY**

### **12:4-1 Definition**

Whenever a teacher shall have acquired an advance degree or equivalency from a certified college or university, approved by the State Department of Education, by reason of taking such accredited courses in a field approved by the State District Superintendent of Schools, as will make a direct contribution toward increased efficiency in his/her particular field in the schools, such teacher, upon the recommendation of the State District Superintendent of Schools, and the approval of the Board, shall receive an immediate increase in accordance with Schedule A of this Agreement. Advanced placement on the salary guide shall not be granted for any advanced degrees and equivalency for podiatric or chiropractic degrees and related course work, unless directly related to a staff member's teaching assignment as determined by the director of personnel at the time of hire. The decision by the director of personnel will be subject to the grievance procedure.



## **12:4-2 Salary Adjustments**

The adjustments for the advanced degrees as herein set forth shall be the amount payable above the basic salary.

## **12:4-3 Required Official Transcript**

The State District Superintendent shall require a certified transcript from the accredited college or university from all applicants that come under this provision.

## **12:4-4 College Credits Defined**

The term college credits means the credit value accepted by the New Jersey State Department of Education.

### **12:4-5.1 Instructional Assistants Salary Guide Advancement**

Instructional Assistants who acquire additional credits during the term of their employment shall be advanced through the appropriate classifications upon presentation of transcripts showing the successful completion of said credits to the Office of the State District Superintendent of Schools or designee. Advancement shall be made in compliance with the procedures outlined in Article 12:3.

12:4-5.2 Instructional assistants shall be permitted to utilize credits toward advancement on the salary guide (i.e. Instructional Assistant I to II, etc.) that are achieved through participation in district sponsored in-service courses held outside the regular workday or work year. In-service credit may not, however, be utilized in place of the acquisition of a baccalaureate degree for payment on the Instructional Assistant V salary guide.

## **12:5 INCREMENTS/SALARY STEPS**

### **12:5-1 Definitions**

12:5-1.1 The increment steps by which personnel advance on the salary schedule are earned steps.

12:5-1.2 An earned increment/step advancement is a recommended increment/salary advancement.

12:5-1.3 The State Superintendent shall recommend non-certificated staff for satisfactory active service.

Certificated staff members must receive an effective or highly effective rating in their annual summative rating to advance on the salary guide and cannot advance to the next step with a partially effective or ineffective rating. A failure to advance on the salary guide is not subject to the grievance and arbitration procedure unless the employee asserts that the partially effective or ineffective rating was as a result of a gross procedural error or a mistake of material objective fact.

The substance of the summative evaluation rating, including, but not limited to the mid-year evaluation for employees on a corrective action plan or the student practice and student achievement component ratings leading to the summative evaluation are not grievable or arbitrable.

#### **12:5-1.4 Superintendent's Appeal Process**

12:5-1.4-1 An employee who has been denied an increment/salary step advancement due to an ineffective/partially ineffective annual summative rating and alleges that the rating is a result of gross procedural error or a material mistake of objective fact may file a petition with the State Superintendent requesting a review of the evaluation rating or submit the matter to the grievance procedure in Article 3. If the employee files a petition with the State Superintendent pursuant to this article, it shall be deemed an irrevocable election of the appeal process and shall preclude the employee from filing a grievance according to Article 3.

12:5-1.4-2 An employee may not file an appeal to the Superintendent or file a grievance regarding any aspect of the evaluation process once the employee has been formally notified in writing that the Superintendent has determined that tenure charges shall be certified against the employee.

12:5-1.4-3 The State Superintendent may refer the petition to a Review Committee. The review shall be limited to allegations of a gross procedural error or a mistake of material objective fact. The Committee shall determine whether rating would not have been partially effective or ineffective but for the gross procedural error or a mistake of material objective fact and shall make a recommendation on the petition to the Superintendent.

12:5-1.4-4 The Superintendent, in his sole and absolute discretion shall review the petition and consider the Committee's recommendation and will render a final decision on the Petition of Appeal. The Superintendent's decision shall be final and binding on all parties and that decision shall not be grievable or arbitrable and shall not be changed except as set forth in this article.

12:5-1.4-5 A "gross procedural error" means substantial non-compliance by a supervisor with the evaluation procedure set forth in statute or regulation which directly resulted in a partially effective or ineffective summative evaluation rating. A procedural error alone is not a "gross procedural violation." A gross procedural violation is one in which a procedural error is directly related to the non-movement on the salary guide. Thus, if an employee would have advanced on the salary scale but for the procedural error, then an arbitrator may determine there has been a gross procedural violation.

### **12:5-2 Ten Month Employees**

12:5-2.1 An earned increment is a recommended increment earned by satisfactory active service of not less than 120 days during the year for which the increment is given.

12:5-2.2 For employees with 20 or more years of service, earned satisfactory active service shall be determined on the basis of 100 days.

### **12:5-3 Calendar Employees**

12:5-3.1 An earned increment for employees engaged on a calendar-year basis is recommended increment earned by satisfactory active service of not less than 150 days during the year for which the increment is given.

12:5-3.2 For employees with 20 or more years of service, earned satisfactory service shall be determined on the basis of 130 days.

### **12:5-4 Granting of Increments**

12:5-4.1 The granting of scheduled increments/steps to professional personnel shall not be automatic, but shall be depen-

dent upon certificated staff earning an annual summative rating of effective or highly effective.

12:5-4.2 Earned increments/steps in conformity with the Salary Schedule A will be granted annually to employees paid on a ten-month year on September 1st. In those cases where a certificated instructional staff member's performance is partially derived from Student Growth Percentage (SGP) results, the payment of said Incremental Salary Step payments might be delayed until said results are reported. Payments to such employees who receive a summative rating of effective or highly effective, or whose rating has been approved through the Superintendent's Appeal Process will be retroactively reimbursed to September 1.

12:5-4.3 Earned increments in conformity with Schedule A will be granted on the first of July for all twelve-month employees.

12:5-4.4 The Superintendent shall grant a step for any teacher who earns an effective or highly effective rating on his/her annual summative rating. Teachers who receive an ineffective or partially ineffective annual summative rating will remain on their current salary step, subject to the appeal process provided in this Article or Article 3.

12:5-4.5 Increments will not be withheld for an employee based upon absenteeism if his/her absences are the result of an injury which was determined to be eligible for workers compensation benefits and which was sustained from an assault upon the employee while the employee was performing his/her duties.

### **12:5-5 Exceptions**

Personnel on authorized leaves of absence are not entitled to increments other than those applicable under the Articles set forth herein which apply and the earned increment rule with the exception of absence by virtue of sabbatical or military service leaves and absence for paid sick leave granted by virtue of the sick leave policy.

### **12:5-6 Procedure – Withholding Increments for Disciplinary Reasons**

If the Association claims an employee's increment was withheld by the District for predominantly disciplinary reasons, the dispute may be submitted by the Association to the Public Employment Relations

Commission (PERC) for review. Should the Public Employment Relations Commission uphold the contention of the Association, the issue may then be resolved in binding arbitration as provided in the grievance procedure outlined in Article 3.

## **12:6 PROMOTIONS**

When a member of the bargaining unit is promoted to another position included in the Bargaining unit which has a salary guide reflecting a higher salary than the prior position, said employee shall be placed at the next higher salary which will result in an increase for the employee at the time of assuming said position.

## **12:7 NON SCHEDULE SALARIES**

The District agrees to the following salaries not included in the attached schedules:

### **12:7-1 Staff Positions**

12:7-1.1 Teachers, Instructional Assistants (I-V), Secretaries, School Community Program Coordinators (SCPC's), Security Officers and Attendance Officers, employed in the District's Saturday morning school program, Title I summer skills program, summer school program, bedside instruction program, evening school program, and any other programs which are implemented outside of the regular school workday, shall be compensated at the rate(s) established below for all work, meetings, and orientation sessions connected with the program(s).

Teachers (Certificated Staff)	\$34.00 per hour
Instructional Assistants (I, II, III, IV)	\$24.00 per hour
SCPC's	\$19.00 per hour
Secretaries	\$17.50 per hour
Attendance Officers	\$16.00 per hour

### **12:7-1.2 Exception**

An exception to the provisions of the above shall be made in the case of Department of Special Services secretarial staff members who shall be compensated at the rate of ten dollars (\$10.00) per report for the typing of educational assessments, psychological reports, I.E.P.'s etc. after their regular workday, upon assignment and approval of the Director of Special Services or his/her designee.

12:7-1.3 The District will compensate the negotiated certificated staff hourly rate and/or the class coverage compensation rate for those teachers who coach or support teachers on CAPs and where their supportive roles exceeds beyond the regular work day/year or during the support teacher's free period.

### **12:7-2 Directors**

Staff members employed as directors in the above mentioned programs shall be compensated at the rate of (\$6.00) per hour more than those rates listed in 12:7-1.

### **12:7-3 Department of Special Services**

Employees in the Department of Special Services who work beyond the end of the contracted work year shall continue to be paid at the rate as they have in the past.

### **12:7-4 New Programs**

Should the District institute any programs or projects outside of the regular District ten-month program which employ members of the bargaining unit represented by the Paterson Education Association, those employees shall be paid according to the rates established above.

### **12:7-5 Summer Sessions – Defined**

For the purposes of this Agreement, "summer" sessions shall be considered as the program held following the school year as listed above.

### **12:7-6 Traveling Expenses**

12:7-6.1 Employees who are required to use their own automobiles in the performance of their regular duties and are assigned to more than one (1) school per day shall be reimbursed for all such travel at the following rates:

Child Study Team assigned to	\$45.00 monthly
Department of Special Services	
Attendance Officers	\$45.00 monthly
Other Traveling Teachers	\$37.50 monthly
(including Child Study Team members)	

12:7-6.2 The criterion for determining the allotment to which employees are entitled will be to accept as valid the levels of reimbursement in effect for categories of employees or individual employees as of December 31, 1991.

12:7-6.3 All employees who are required to travel out of District sites shall be reimbursed, consistent with State law and regulations and based on the submission of a form at the prevailing State rate per mile and for those reasonable expenses such as parking fees, tolls, etc.

## **12:8 RETIREMENT ALLOWANCE**

Employees who retire under the appropriate state retirement plan for their job classification shall receive a lump sum payment according to the following formula and procedure:

### **12:8-1 Rate of Compensation**

One day's salary for every two days of unused sick leave up to a maximum of ninety (90) days of salary.

### **12:8-2 Minimum Days of Eligibility**

No payment shall be made under this section unless the retiring employee has at least twenty (20) days of unused sick leave available as of the retirement date.

### **12:8-3 Computation**

Computation of a day's pay is to be made by dividing the instructional staff (teachers and instructional assistants) member's annual salary at the time of retirement by 200. Computation of a day's pay is to be made by dividing the twelve month support staff employee's annual salary at the time of retirement by 240.

### **12:8-4 Payment Guidelines**

Payment shall be made within thirty (30) days following the employee's effective date of retirement or on the first day in January of the calendar year following the retirement of the employee, at the discretion of the employee. The employee shall designate the date

of payment to the District within thirty (30) calendar days prior to the effective date of retirement.

#### **12:8-5 Employee Death Benefit**

In the event of death, the employee's estate shall receive said payment.

#### **12:9 SEPARATE CHECKS**

The District will provide separate checks to staff for payment of services which are not pensionable and are in excess of their contractual salary. Deductions from these checks shall be limited to state and federal income taxes and social security payments made at the minimum rate established by the IRS for such payments.

### **ARTICLE 13 EMPLOYEE ASSIGNMENT PROMOTION, TRANSFER AND REASSIGNMENT**

#### **13:1 EMPLOYEE ASSIGNMENT**

##### **13:1-1 Notification of Assignment**

All ten-month (10) employees shall be given notice of their salary schedules, class and/or subject assignments, building and room assignments for the forthcoming year not later than the closing of school by their immediate supervisor.

##### **13:1-2 Transfers/Reassignments – 10 Month Employees**

All ten month employees affected by transfers or reassignments shall be notified in writing and by mail no later than August 1.



### **13:1-3 Schedules – Traveling Employees**

Except in the case of Attendance Officers and School/Community Program Coordinators, whose travel assignments shall be made to maximize their efficient function in their job responsibilities, schedules of employees who are assigned to more than one school shall be arranged so that no such employee shall be required to engage in an unreasonable amount of inter-school travel. Such employees shall be notified of any changes in their schedules as soon as practicable.

### **13:1-4 Procedures After Deadline – 10 Month Employees**

In the event that changes in such schedules, class and/or subject, building and room assignments are proposed after August 1, the Association and any employee affected shall be notified promptly in writing, and, upon request of the employee and the Association, the changes shall be promptly reviewed between the State District Superintendent or his/her representative and the employee affected and at his/her option a representative of the Association.

### **13:1-5 Transfers/Reassignments – 12 Month Employees**

All twelve-month (12) employees affected by transfers or reassignments shall be notified in writing and by mail at least fifteen (15) calendar days, not to include vacation period, before said transfer will take effect.

### **13:1-6 Recourse Procedures – 12 Month Employees**

Twelve-month (12) employees affected by transfers or reassignments shall, upon written request, be given a conference with the administrator affecting the change.

## **13:2 PROHIBITION OF DISCIPLINARY TRANSFERS**

Disputes over whether an employee was transferred between worksites for disciplinary reasons may be submitted by the Association to the Public Employment Relations Commission (PERC) for adjudication. If PERC sustains the Association's claim, the employee

involved shall be returned to the work site from which the transfer emanated. Claims that an employee was transferred within a building for disciplinary reasons may be taken up in the grievance and arbitration procedure.

### **13:3 EMPLOYEE REQUESTS FOR TRANSFERS OR REASSIGNMENTS**

Employees who desire a change in grade, subject and/or assignment or who desire to transfer to another building may file a written statement of such desire with the State District Superintendent not later than May 1. Such statement shall include the grade, subject and/or assignment to which the employee desires to be assigned and the building(s) to which the employee desires to be transferred in order of preference.

### **13:4 ASSOCIATION REPRESENTATIVE PROTECTION**

The school district and the Association recognize that Association officers, Executive Board members and members of the Delegate Assembly may have, in their relationship to their jobs, a special need for continuity in assignment and location. It is agreed therefore that these Association officers, Executive Board members and members of the Delegate Assembly will not be reassigned or transferred arbitrarily, or in retaliation for union activities.

### **13:5 SALARY**

Salary schedules for positions included in this Article, except for promotional positions, shall be negotiated under procedures outlined in Article 2 of this Agreement, along with regular salary schedules wherever possible, or at such other times as may be appropriate in order to conform to the time requirements for the implementation of said programs.

### **13:6 ASSOCIATION NOTIFICATION**

On a monthly basis, the State District Superintendent shall make available to the Association in writing, the names of all new employees and transfers known at that time.

## **13:7 POSTING**

### **13:7-1 Positions Subject to Requirements**

All openings for positions in the district, including promotional positions, accredited evening high school, summer school, home teaching, federal projects, and 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:

### **13:7-2 Posting Procedure**

13:7-2.1 All qualified employees shall be given adequate opportunity to make application for said positions, and no position shall be filled until properly submitted applications have been considered.

13:7-2.2 Notification for applications shall be posted and circulated in the schools. Employee shall indicate they have seen said notification by signing their name and dating said notification.

13:7-2.3 The District agrees to forward to the Association office at the time of the posting, copies of all position postings.

13:7-2.4 Said notification shall be made known as such vacancies which are to be filled become known or available.

13:7-2.5 In the case of existing positions, said posting shall occur ten (10) calendar days prior to the date upon which the vacancy will occur. The District shall also email to all staff members an indication that the posting announcement can be viewed on the District's website. This email shall be sent to the staff the day the notice is mailed to the individual buildings.

13:7-2.6 Posting announcements will include the qualifications of specific positions, position title, and the date upon which application for such position is due.

13:7-2.7 Posting for vacancies earlier than stated above is encouraged.

13:7-2.8 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.

13:7-2.9 No later than June 1 of each school year, the State District Superintendent shall cause to be delivered to the Association a list of all known/anticipated vacancies which shall occur during the following year.

### **13:8 APPLICATION DEADLINE**

Application for posted positions outlined in 13:7 above must be submitted to the State District Superintendent's Office no later than ten (10) calendar days from the date of the position is posted. Applications received after said date may be considered.

### **13:9 PROMOTIONS DEFINED**

Positions which are full time and are paid a salary in excess of the salaries listed in Schedule A shall be considered promotions.

### **13:10 COVERAGE BY MASTER AGREEMENT**

All of the provisions of this Agreement shall apply to full time employees who also had positions in the accredited evening high school, summer school, bedside instruction and/or federal programs, except where clearly inapplicable.

## **ARTICLE 14 EMPLOYEE EVALUATION**

### **14:1 STAFF OBSERVATION AND PROFESSIONAL IMPROVEMENT**

It is the desire of the parties to reward and support excellence in teaching, provide support to enhance the instructional skills of those teachers who need or request such help, and to give timely and appropriate feedback to all teachers about their performance, in order to ensure maximum student achievement.

### **14:1-1 Association-District Committee on Employee Evaluation**

The District and the P.E.A. will jointly create a team composed of equal numbers of representatives from both parties.

### **14:1-2 Committee Responsibilities**

It shall be the responsibility of the Association-District Committee on Employee Evaluation to:

14:1-2.1 Review the Professional Improvement Plan (“PIP”) form, develop and explicitly communicate clear expectations about performance goals, observations, evaluations and PIP plans to the entire District.

14:1-2.2 Revise District-wide observations and evaluation forms based on job descriptions for teachers, instructional assistants, security officers, secretaries and each other category of employees represented by the P.E.A. using those expectations and performance goals developed above as guidelines.

14:1-2.3 Develop ways to foster a climate of trust, so that employees regard observations and evaluations as opportunities for growth and support, rather than viewing them with apprehension as possible means of discipline or punishment.

## **14:2 GENERAL CRITERIA**

### **14:2-1 Open Evaluation**

All monitoring or observations of the work performance of an employee shall be conducted openly and with full knowledge of the employee.

### **14:2-2 Observation Sessions**

14:2-2.1 Each observation session should be long enough to enable the employee to demonstrate the full activity being observed, and no portion of the activity not actually observed should be commented upon. (For example, an observer of a teacher should observe an entire class period or lesson, and should not comment about the teacher’s effectiveness at opening the session and estab-

lishing student expectations unless s/he was there to observe from the beginning.)

14:2-2.2 An observation may be conducted for a shorter time if it is explicitly intended to focus on only a portion of the entire activity underway. (For example, if an earlier observation found a teacher ineffective at closing a lesson, after a conference discussing the prior observation, the evaluator would be free to observe only the closing section of a subsequent lesson.)

### **14:2-3 Evaluation by Certificated Personnel**

14:2-3.1 Employees shall not be evaluated by their peers; no evaluation of staff shall be conducted by personnel defined in ARTICLE 1 of this Agreement.

14:2-3.2 An employee may request other relevant observers, such as department chairperson or curriculum administrator.

14:2-3.3-1 Staff members represented by the Association may volunteer to serve as School Affirmative Action Officers and/or Anti-Bullying Specialist for the purpose of providing information and training on titled related issues.

14:2-3.3-2 Additionally, they may assist in resolving affirmative action disputes between and among the student body. However, based upon the contents of Article 14:2-3.1 above, members of the bargaining unit will not be used to investigate, with the exception of security guard personnel, on issues that might involve members of the bargaining unit.

14:2-3.3-3 The parties agree that nothing in this article relinquishes an employee's responsibility from bringing forward or reporting any misconduct witnessed by said employee regardless of association affiliation.

### **14:2-4 Copies of Evaluation**

An employee shall be given a copy, for his/her permanent retention, of any class visit, observation and/or evaluation report prepared by his/her evaluators at least one (1) day before any conference to discuss it. No such report shall be submitted to the central office, placed in the employee's file or otherwise acted upon without prior conference with the employee. No employee shall be required to sign a blank or incomplete evaluation form.

### **14:2-5 Compliance with Statute and Regulations**

All evaluations, observations, observation conferences, corrective action plans, etc., shall be conducted in accordance with N.J.A.C. 6A:10, and as may be amended.

## **14:3 PERSONNEL RECORDS**

### **14:3-1 File**

An employee shall have the right, upon request, to review the contents of his/her personnel file and then receive copies at his/her expense of any documents contained therein. An employee shall be entitled to have a representative of the Association accompany him/her during such review. At least once every three (3) years, and employee shall have the right to indicate those documents and/or other materials in his/her file which s/he believes to be obsolete or otherwise inappropriate to retain. Said documents shall be reviewed by the State District Superintendent or his/her designee and if, in fact, they are obsolete or otherwise inappropriate to retain, they shall be destroyed. Disputes over the retention of said documents may be processed through the grievance procedure commencing at Level Two.

### **14:3-2 Derogatory Material**

No material derogatory to an employee's conduct, service, character or personality shall be placed in his/her personnel file unless the employee has had an opportunity to review the material. The employee shall acknowledge that he has had the opportunity to review such material by affixing his/her signature to the copy to be filed with the express understanding that such signature in no way indicates agreement with the contents thereof. The employee shall also have the right to submit a written answer to such material, and his/her answer shall be reviewed by the State District Superintendent or his/her designee and attached to the file copy.

### **14:3-3 No Separate File**

14:3-3.1 Although the District agrees to protect the confidentiality of personal references, academic credentials and other similar documents, it shall not establish any separate personnel file which is not available for the employee's inspection.

14:3-3.2 The sole official file for the purpose of accumulating job related information for any employee represented by the Paterson Education Association shall be the permanent file residing in the Personnel Office at the District's administrative headquarters.

14:3-3.3 Only material contained in this file may be used as documentary evidence in any proceeding dealing with said employee.

14:3-3.4 The parties recognize that current State Department of Education regulations require files dealing with the performance and/or employment of staff members to be maintained at the employee's worksite. It is further recognized that the building administrators may utilize these files as repositories of anecdotal records which are directly related to the staff member's job performance.

14:3-3.4-1 With the exception of said anecdotal records, all materials placed in a staff member's worksite file shall conform to the requirements established by this Agreement.

14:3-3.4-2 No document in said worksite file shall be permitted to become part of the official permanent file referred to in 14:3-2 above after the passage of ninety (90) days from the date the incident or event described in the document occurred.

14:3-3.4-3 In the event such anecdotal materials are submitted with ninety (90) days of the incident or event for inclusion in the official permanent file, the building administrator shall first notify the staff member, and comply with the rules for inclusion of such materials as provided in Article 14:3-2 of this Agreement.

14:3-3.4-4 Documents older than ninety (90) days which are contained in the building file and have not been forwarded for inclusion in the official file as noted above, will not be permitted to be entered into evidence in any proceeding concerning the employee, but may be used by the administrator who authored the documents in the preparation of his/her testimony in connection with any such proceeding.

14:3-4 If an employee is transferred from one worksite to another, the only documents regarding said employee which may be transferred in any way from the old site to the new site shall be official documents such as copies of degrees, certification papers,



transcripts, employment agreements, etc. All other documents will remain with the building administrator who compiled them and will not be permitted to be entered into evidence in any proceeding concerning the employee but may be used by the administrator who authored the documents in preparation of his/her testimony in connection with any such proceeding.

14:3-5 Material placed in the official personnel file of an employee shall conform to the requirements established by this Agreement.

## **14:4 EVALUATION PROCEDURE**

### **14:4-1 Pre-Observation Communication**

Prior to any annual evaluation report, the immediate supervisor of a non-tenure employee shall have had appropriate communication, including but not limited to all steps listed below, with said employee regarding his/her performance as an employee.

### **14:4-2 Procedure**

Supervisory reports shall be presented to non-supervisory personnel by the principal or counterpart supervisor periodically in accordance with the following procedures:

14:4-2.1 Such reports shall be issued in the name of the appropriate supervisor based upon a compilation of reports of observation and of discussions with any or all supervisory personnel who come into contact with the employee in a supervisory capacity.

14:4-2.2 Such reports shall be addressed to the employee.

14:4-2.3 Such reports shall be written and shall include when pertinent, strength of the employee as evidenced during the period since the previous report, weakness of the employee as evidenced during the period since the previous report.

14:4-3 Such supervisory reports are to be provided for non-tenure employees at least three (3) times each year, the first not later than November 15, the second not later than February 15, and the last not later than April 15.

## **14:5 POST OBSERVATION/EVALUATION CONFERENCE**

In the process of the formal observation/evaluation, the employee shall have an observation conference within five (5) working days of the observation. At this session, the employee will receive feedback regarding the observation/evaluation.

## **14:6 TERMINATION OF EMPLOYMENT**

Final evaluation of an employee for termination of his/her employment shall be concluded prior to severance. No derogatory documents relating to the actual work performance of the employee shall be placed in the employee's file after the severance of the employee unless said derogatory document was (a) signed by the employee or (b) presented to the employee for signature and the employee refused to sign it. In the event the employee has already left the District, a copy of said document shall be mailed to the employee at his/her last known address.

# **ARTICLE 15 NON-RENEWAL/FAIR DISMISSAL PROCEDURE**

## **15:1 NOTIFICATION OF CONTINUED EMPLOYMENT**

Non-tenured teaching staff members and instructional assistants shall be notified of continued employment or of non re-employment according to the procedures set forth in N.J.S.A. 18A:27-10 et seq. All other staff members covered by this Agreement shall be so notified sixty (60) calendar days prior to the effective date of non re-employment.

## **15:2 APPEALS OF TERMINATION**

15:2-1 Appeals from a decision not to renew the contract of a non-tenured teaching staff member or instructional assistant shall be conducted according to the provisions of the New

Jersey Administrative Code 6:3-4.20. To the extent permitted by law, claims of procedural defects in the implementation of said procedures may be submitted to the grievance procedure.

15:2-2 Staff to whom these provisions do not apply under the law and Administrative Code may request in writing a hearing before a hearing officer, or tribunal, established by the District, who shall be granted the authority to confirm the decision to terminate employment or overturn such decision and reinstate said employee.

15:2-3 Said hearing will be held within thirty (30) days of the employee's request.

15:2-4 Within five (5) working days of the hearing, the employee shall be notified in writing of the decision in the matter.

## **ARTICLE 16**

### **EMPLOYEE FACILITIES**

#### **16:1 Listing of Facilities**

16:1-1 An employee shall have the right to use available equipment and supplies to aid in the preparation of instructional materials.

Each school shall have the following facilities:

16:1-2 A private storage space in each classroom in which employees may store instructional materials.

16:1-3 An appropriately furnished room reserved for the exclusive use of employees as a faculty lounge where feasible. Although employees shall be expected to exercise reasonable care in maintaining the appearance and cleanliness of said lounge, it shall be regularly cleaned by the school's custodial staff.

16:1-4 Regular services of an exterminator.

16:1-5 A private pay phone in each faculty lounge for the exclusive use of the employees where feasible and at no cost to the District.

16:1-6 A communication system so that employees can communicate with the main office from their classrooms.

16:1-7 Well-lighted and cleaned employee rest rooms, separate from the student rest rooms, and with sufficient supplies.

16:1-8 Free and adequate off-street paved parking facilities, which are protected against vandalism, properly maintained, and identified exclusively for employee use, where possible and District property is available.

16:1-9 Closet space for each employee to store coats and other personal articles.

**16:1-10** Chalkboard space in every classroom.

## **16:2 ACCESS TO WORK AREAS**

Employees should have access to the faculty lounge and employee work area both during after regular school hours.

## **16:3 REPORTING OF ABSENCES**

Employees may call the telephone answering service between 4:00 p.m. and 7:00 a.m. to report unavailability for work. Once an employee has reported unavailability, it shall be the responsibility of the administrator to arrange for a substitute. In the event of an emergency or unexpected occurrence, the employee shall be authorized to contact the Principal directly.

Staff not assigned to school buildings will continue to report absences to their immediate supervisors.

## **16:4 CELL PHONE USE**

The Paterson Board of Education recognizes a school teaching staff member may need to make a personal telephone call during their workday when the telephone call cannot be made before the staff member reports to work and/or after the staff member's workday has concluded.

### **Definition**

“Electronic Portable Communication Devices” are defined to include portable two-way telecommunication devices, including but not limited to cellular telephones, walkie-talkies, personal digital assistants

(PDAs), and other hand-held computing devices (when such device is being used as a communication device).

“Other electronic devices” shall include but not be limited to beepers, pagers, iPods, MP3 players, Walkmans, BlackBerries, Bluetooth and other similar electronic devices.

“Use” shall mean making or receiving phone calls, taking or receiving photographs, text-messaging, playing games, listening to music and using any other function or feature of the cellular phone or other electronic device.

“Vibrate” shall mean that the cellular telephone or other electronic portable communication device is in silent or vibrate mode.

“Emergency” shall mean an unexpected and sudden event that must be dealt with urgently or a situation that poses an immediate risk to health, life, property or environment.

In the event the staff member has an occasion to receive or make a personal telephone call during their workday, and the telephone call is of such a nature that it cannot be made before the staff member’s workday begins or after the workday has concluded, the school staff member may receive or make a personal telephone call using their personal cellular telephone or other electronic portable communication device during the workday provided the telephone call is an emergency or made during the staff member’s duty free lunch or break periods and is made outside the presence of pupils either in an area inside or outside the school building designated by the staff member’s Building Principal or immediate supervisor.

A personal telephone call by a school staff member on their personal cellular telephone or other electronic portable communication device shall not be made while the staff member is performing assigned school district responsibilities. The cellular telephone or other electronic portable device must be placed on vibrate and must not be visible and ear devices should not be worn during the work day.

In the event the staff member has an emergency requiring immediate attention that requires the personal use of their personal cellular telephone or other electronic portable communication device, the teaching staff member may use his/her personal cellular telephone to eliminate the emergency. If an employee is seen using his/her cellular phone by an Administrator, said Administrator shall have the right to review the employee’s incoming/outgoing phone log and or text

messages in order to confirm/determine that the phone was in use as a result of an emergency. The employee's refusal to turn over the phone for verification purposes or if the Administrator's verification process determines that the call was not to the level a reasonable person would consider an emergency, the infraction may be met with disciplinary action. The building principal or immediate supervisor is responsible for educating staff about appropriate cellular telephone procedures and monitoring their usage. Failure to adhere to policy may result in disciplinary action. All employees shall be provided with a copy of this policy.

## **ARTICLE 17**

### **EMPLOYEE-ADMINISTRATION LIAISON**

#### **17:1 ORGANIZATION**

The employees from each school shall select a Liaison Committee for each building. Said committee shall consist of not more than one (1) member for every twelve (12) employees in the school building, but shall in no event be less than three (3) members, at least one of whom shall be a representative of the Association.

#### **17:2 MEETINGS**

The committee shall meet with the building principal at least once every two months for the duration of the school year. These meetings may take place after regular school hours.

#### **17:3 AREAS FOR COMMITTEE CONSIDERATION**

Areas for consideration shall include, but not be limited to, such matters as:

1. Curriculum
2. Textbooks
3. Distribution of Materials and Supplies
4. Discipline
5. Parent Visitation

## **ARTICLE 18**

### **SICK LEAVE – PERSONAL LEAVE**

#### **18:1 ACCUMULATIVE DAYS**

All employees shall be entitled, beginning with the first day of the school year, whether or not they report on that day, to fifteen (15) sick or personal days, not less than ten (10) of which shall be for illness nor more than five (5) for personal reasons. Any of the unused days shall be accumulated from year to year as sick-leave days with no maximum limit.

#### **18:2 TRANSFER FROM OTHER DISTRICTS**

Whenever the District employs an employee who has an unused accumulation of sick leave days from another school district in New Jersey, the District may honor such additional sick leave time as accumulated by the employee up to 40 days in addition to the annual and accumulated sick or personal leave provided in 18:1 of this ARTICLE.

#### **18:3 NON-ACCUMULATIVE DAYS**

##### **18:3-1 Right of Application**

Any employee whose accumulated sick leave has been exhausted may petition the District for additional sick leave. The written request must be accompanied by a physician's statement setting forth the nature of the illness and the number of days needed by the employee to recover from disability. Each such request shall be evaluated by the District on an individual basis.

##### **18:3-2 Rate of Compensation**

A ten-month employee whose request for additional sick leave is granted by the District shall be paid 1/200th of his/her annual salary, less the pay of a substitute for each day of leave approved. A twelve-month employee whose request for additional sick leave is granted by the District shall receive 1/240th of his/her annual salary, less the pay of a substitute for each day of leave approved.

## **18:4 NOTIFICATION OF ACCUMULATION**

Employees shall be given a written accounting of accumulated unused leave days no later than November 1 of each school year.

# **ARTICLE 19**

## **TEMPORARY LEAVES OF ABSENCE**

### **19:1 TYPES OF LEAVE**

Employees shall be entitled to the following non-accumulative leaves of absence with full pay each year.

#### **19:1-1 Bereavement**

19:1-1.1 Employees are entitled to four (4) work-days leave for death of spouse or domestic partner, child, parents, siblings, grandparents, grandchildren, brother/sister-in-law, spouse's parents, son/daughter in law, domestic partner's parents, stepfather, stepmother, stepsister, stepbrother or stepchildren.

19:1-1.2 Employees are entitled to a total of three (3) workdays leave for death of members of the immediate household.

19:1-1.3 In the event of the death of an employee or student in the Paterson School District, two (2) school personnel shall be granted sufficient time off by the Principal to attend the funeral.

19:1-1.4 Immediately upon return to school from a bereavement leave, employees shall complete and file with the District a bereavement leave form which shall be available in the Principal's office in the individual schools, or in the Office of the State District Superintendent of Schools.

19:1-1.5 The parties agree that days taken in accordance with the provisions of this Section shall be consecutive workdays, one of which shall be the day of the funeral.

19:1-1.6 In those cases where schools are closed for more than two days for vacation periods (Winter/Christmas Recess; Mid-Winter/February Break (if more than two workdays); Spring/Easter Recess; summer vacation), provisions related to workdays



will revert to calendar days. Disputes arising over this section shall be discussed between the State District Superintendent of Schools or his designee and Association. Unresolved issues may be filed at Level Two of the grievance procedure.

19:1-1.7 It is further agreed that should special circumstances warrant a request for leave to be applied in a manner other than that described in this Section, said request shall be considered by the State District Superintendent of Schools and granted at his/her discretion.

### **19:1-2 Conferences of Affiliates**

Representatives of the Association may attend conferences and conventions of state and national affiliated organizations as hereinafter stated.

### **19:1-3 Legal**

Time necessary for appearance in any criminal, quasi-criminal, Workers' Compensation proceeding or other legal proceeding pertaining to school business or school affairs in which an employee is personally involved or is required to attend by law.

### **19:1-4 Military**

19:1-4.1 Time necessary for person called into temporary active duty of any unit of the U.S. Reserves or the State National Guard. An employee shall be paid his/her regular pay less any pay which s/he receives from the state or federal government.

19:1-4.2 Employees shall be granted leaves of absence for entering Military or Naval Service. N.J.S.A. 38:23-4.

### **19:1-5 Conventions**

19:1-5.1 Employees shall be granted leaves of absence to attend State or National Conventions. (See Military 38:23-2.)

19:1-5.2 Employees may attend conventions, conferences and meetings subject to the following regulations and limitations:

19:1-5.2-1 Application to be absent for any of the said purposes must be made in writing to the State District Superintendent.

19:1-5.2-2 The convention, etc., must embrace the employee's sphere of activity.

19:1-5.2-3 The Superintendent may approve the application and recommend its approval to the District.

19:1-5.2-4 A leave of absence granted for any of the aforesaid purposes shall be without loss of salary, and the employee shall be granted a sum sufficient to cover his/her travel expenses, plus an allotment of \$25.00 per diem.

19:1-5.2-5 Employees attending conventions, etc., aforesaid, shall file with the Superintendent a written report covering the activities of the convention, etc., and the benefits derived there from. Said report shall be filed with the Superintendent no later than ten days following the employee's return to service.

19:1-5.2-6 Employees granted leave under these regulations shall be considered in regular service of the District.

### **19:1-6 Good Cause**

Other leaves of absence with pay may be granted by the State District Superintendent for good reasons at any time during the school year.

### **19:2 IN ADDITION TO SICK LEAVE**

Leaves taken pursuant to 19:1 above shall be in addition to any sick or personal leave to which the employee is entitled.

### **19:3 NJEA CONVENTION**

Teachers may attend the annual convention of the New Jersey Education Association for a period of not more than two days in any school year without loss of pay in accordance with the provisions as more particularly set forth in N.J.S.A. 18A:31-2.

## **ARTICLE 20**

### **EXTENDED LEAVES OF ABSENCE**

#### **20:1 ASSOCIATION**

The District agrees that up to two (2) employees designated by the Association shall, upon request, be granted a leave of absence without pay for up to one (1) year for the purpose of engaging in activities of the Association or its affiliates.

#### **20:2 INTERNATIONAL AND FEDERAL PROGRAMS**

A leave of absence without pay of up to two(2) years may be granted to any employee who joins the Peace Corps, VISTA, National Teacher Corps, or accepts a Fulbright Scholarship.

#### **20:3 OUTSIDE TEACHING**

A teacher on tenure may be granted a leave of absence without pay for up to one (1) year at the discretion of the District to teach in an accredited college or university.

#### **20:4 MILITARY**

##### **20:4-1 Employee Leave**

Military leave without pay shall be granted to any employee who is inducted or enlists in any branch of the armed forces of the United States for the period of said service and three (3) months after recovery of any wound or sickness at time of discharge.

##### **20:4-2 Spousal Leave**

A similar leave shall be granted to the spouse of any employee who is inducted or who enlists to join him/her for the period of training in preparation for duty overseas in combat zones.

#### **20:5 POLITICAL**

The District shall grant a leave of absence without pay to any employee to campaign for, or to serve in public office.

## **20:6 MATERNITY LEAVE**

### **20:6-1 Childbirth**

20:6-1.1. An employee shall notify the State District Superintendent of her pregnancy as soon as it is medically confirmed. The District shall grant maternity leave without pay to any employee upon her request, to commence on the day requested by the employee so long as the effective date of the leave conforms to the most recent decisions of the Commissioner of Education, State and Federal court decisions, and the state law.

20:6-1.2 A non-tenure teacher or probationary Instructional Assistant (I-V) will not be granted maternity leave beyond the term of her contract.

20:6-1.3 The District agrees not to maintain or enforce any policy or practice for the removal of any tenure or non-tenure employee from her duties which is based solely on the fact of her pregnancy or on the fact that she completed a specific number of months of pregnancy, but shall consider and treat each employee on an individual basis in accordance with the provisions of the New Jersey Law against Discrimination N.J.S.A 10:5-1, et seq.

20:6-1.4 The District may remove a pregnant employee from her duties on any one of the following bases:

20:6-1.4.1 Her performance has substantially declined from her performance before beginning her pregnancy or during said pregnancy.

20:6-1.4-2 Her physical condition or capacity is such that her health would be impaired if she were to continue in her assignment, provided however that her physical incapacity shall be deemed to exist only after the District notified the employee that she may lack the capacity to properly fulfill her responsibilities.

20:6-1.4-3 The pregnant employee fails to produce a certificate from her physician that she is medically able to continue in her assignment.

20:6-1.4-4 The physician for the District and the employee's physician agree that she should not continue in her assignment, or,

20:6-1.4-5 Following a difference of medical opinion between the physician for the District and the physician for the employee, such physicians shall appoint an impartial third physician who shall examine the employee and conclusively determine the issue of her medical capacity to continue in her assignment. The expense of an examination by such impartial physician shall be shared equally by the employee and the District.

20:6-1.5 An employee returning from a leave of absence for maternity shall be required to submit to the District, a certificate certifying her ability to resume the duties of her position.

20:6-1.6 An employee shall be entitled to use accumulated sick days for illness or disability resulting from maternity; an employee returning from a leave of absence for maternity shall be entitled to all benefits to which employees returning from other types of sick leave or disability leaves would be entitled.

20:6-1.7 Any Instructional Assistant (I-V) granted maternity leave without pay according to the provisions of this section may, at her discretion, elect to substitute all or any part of her accumulated sick leave in lieu thereof and receive full pay and benefits for the same.

20:6-1.8 Any Instructional Assistant (I-V) granted maternity leave shall, at her request, be restored to the exact same position vacated at the commencement of said leave.

20:6-1.9 No staff member shall be prevented from returning to work after childbirth solely on the grounds that there has not been a time lapse between childbirth and the desired date of return.

## **20:6-2 Adoption of Child**

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

## **20:6-3 Duration of Leave**

20:6-3.1 The District agrees that a staff member giving birth to a child during the school year shall be granted a maternity leave of absence for the remainder of the school year, and,

in addition, shall be granted an extension of that leave for child care for the entire school year following the termination of the first leave, if the employee so requests.

20:6-3.2 The District will contact the employee on leave in writing three months prior to the end of her leave of absence to advise the employee of her future employment options, including returning to active service, resigning from active service, or applying for an extension of leave of absence as provided for in 20:10 of this Article.

20:6-3.3 Employees on leave shall notify the District of their future employment decision, based upon the above, at least thirty days prior to the end of the school year in which the leave of absence terminates.

## **20:7 ILLNESS IN FAMILY**

A leave of absence without pay of up to one (1) year may be granted for the purpose of caring for a sick member of the employee's immediate family. Such leave shall be requested in writing and may be granted at the discretion of the District.

## **20:8 GOOD CAUSE**

Other leaves of absence without pay may be granted by the District for good reason, including paternity leave.

## **20:9 FAMILY LEAVE ACT NOTIFICATION**

Upon receipt of request for unpaid leave of absence under the provisions of this Article, the District shall notify, in writing, the applicant staff member of the provisions and entitlements of the Family Leave Act of 1990, and grant same upon request of the staff member.

## **20:10 EXTENSIONS AND RENEWALS**

All requests for extensions or renewals of leaves shall be in writing to the Office of the State District Superintendent of Schools. Any action concerning said requests by the District shall be in writing.

## **20:11 TERMINATION OF LEAVES OF ABSENCE**

Unpaid leaves of absences, except in emergency situations, shall terminate at the end of the academic year. If extensions of these leaves are granted, the extension shall terminate on January 31 or June 30.

## **20:12 RETURN FROM LEAVE**

### **20:12-1 Salary**

Upon return from leave, an employee shall be placed on the salary schedule at the appropriate level commensurate with years of experience. An employee shall not receive credit for time spent on a leave.

### **20:12-2 Benefits**

All benefits to which an employee was entitled at the time his/her leave of absence commenced, including unused accumulated sick leave, shall be restored to him/her return.

## **ARTICLE 21 SABBATICAL LEAVES**

### **21:1 PURPOSE**

A sabbatical leave shall be granted to a certified teacher by the District for study, travel, or for other reasons of value to the school system.

### **21:2 CONDITIONS**

#### **21:2-1 Number of employees**

If there are sufficient qualified applicants, sabbatical leaves shall be granted to a maximum of thirty (30) members of the teaching staff for any one school year.

## **21:2-2 Requests**

21:2-2.1 Application for leave during any full semester that is, from September through January or for any full school year, must be made on or before April 1st of that year.

21:2-2.2 Application for leave during the second semester, that is February through June, must be made on or before November 1st of that school year.

21:2-2.3 The State District Superintendent shall make a recommendation on each application for sabbatical leave and the same shall be subject to approval of the District not later than the public meeting in May.

21:2-2.4 It is the intention of this resolution that all sabbatical leaves must begin at the commencement of a school semester and terminate at the end of a school semester.

## **21:2-3 Minimum Time to Qualify**

Applicants for sabbatical leave for study purposes shall have completed seven (7) years or more of satisfactory service in the Paterson School District. Applicants for sabbatical leave for travel or other reasons of value to the school system have completed ten (10) years or more of satisfactory service in the Paterson School District.

## **21:2-4 Pay**

Employees on sabbatical leave of absence shall be paid fifty (50%) percent of their salary for the months they are on leave in the same manner as though they were on active duty. The District shall continue to pay the pension of the individual while on a sabbatical leave.

## **21:2-5 Study**

21:2-5.1 A sabbatical leave of absence for the purpose of study shall require that applicant attend, for a period of not less than ten (10) weeks each semester, a college or university recognized by the New Jersey State Department of Education. If such attendance is undergraduate study, such applicant must pursue not less than ten (10) credits during a semester or if for graduate study, then said applicant must pursue not less than six (6) credits each semester.



21:2-5.2 All courses 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 Office of the State District Superintendent of Schools. All courses as set forth herein must be taken during the regular semester exclusive of summer sessions.

### **21:2-6 Travel**

No sabbatical leave for travel shall be granted unless such leave 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.

### **21:2-7 Preference**

Applicants for sabbatical leave of absence shall be given preference according to their relative years of service subsequent to their last preceding sabbatical leave and availability of replacement to be determined by the State District Superintendent of Schools. Preference will be assigned to applicants for leave covering a full school year since it is more difficult to secure substitutes for a semester than for a full academic year.

### **21:2-8 Return**

21:2-8.1 Employees on sabbatical leave shall be considered to be in regular full-time attendance in the position held at the beginning of such leave for the purpose of determining his/her length of service.

21:2-8.2 Employees absent because of an authorized sabbatical leave shall receive such increments as are granted during that period.

21:2-8.3 Employees shall agree in writing to return to his/her employment for a period of not less than two years following the expiration of such sabbatical leave.

### **21:2-9 Illness**

Interruption of sabbatical leave for study or travel caused by serious illness or accident during such leave shall not prejudice the District as regards the fulfillment of the conditions regarding study or travel

on which the leave was granted nor affect the amount of compensation paid such employee under the terms of such sabbatical leave, provided:

21:2-9.1 Evidence of the accident or illness is satisfactory to the State District Superintendent of Schools.

21:2-9.2 The State District Superintendent has been promptly notified of such accident or illness within ten (10) days of such accident or illness.

### **21:2-10 Definitions**

21:2-10.1 “Member” or “applicant” shall mean all members of the staff whose status is recognized by the New Jersey State Department for certification, executive and administrative officers.

21:2-10.2 “Service” and “employ” shall mean only active full-time participation in teaching or executive, administrative or supervisory capacities in the Paterson School District.

### **21:2-11 Termination of Leave**

21:2-11.1 No applicant on sabbatical leave shall be permitted to engage in remunerative employment while on such leave. A violation of this regulation shall be sufficient reason to effect a cancellation of the leave.

21:2-11.2 The District offers the privileges mentioned above with the expectation that those to whom leaves are granted will fulfill the obligations which they assume in accepting the leaves of absence under these rules. In any case of violation, the leaves of absence will be terminated by the District and will be regarded as evidence of conduct unbecoming an employee.

## **ARTICLE 22**

### **STAFF DEVELOPMENT AND EDUCATIONAL IMPROVEMENT**

#### **22:1 PURPOSE**

In a rapidly changing society, employees must constantly review curricular content, teaching methods and materials, educational philosophy and goals, social change and other topics related to education. The District recognizes that it shares with its professional staff responsibility for the upgrading and updating of employee performance and attitudes. The District and the Association support the principle of continuing training of employees and the improvement of instruction.

#### **22:2 PROFESSIONAL DEVELOPMENT**

22:2-1 As part of their commitment to excellence, the parties agree that increased student achievement requires providing staff with continuous, on-going opportunities to learn and grow in their profession or assignment. Therefore, the District will work with the P.E.A. to coordinate, monitor and support professional development opportunities for staff.

22:2-2 The parties will work together to survey staff needs, keep abreast of and publicize professional development opportunities, and work with local schools and staff to develop staff-based in-service which will enable staff to share expertise and creative, innovative ideas.

22:2-3 The District also agrees to work closely with P.E.A. so that where possible and appropriate, staff can receive in-service credit for District-approved NJEA and other professional development activities.

#### **22:3 MANDATED CONTINUING EDUCATION FOR TEACHERS (NJAC 6:11-13)**

22:3-1 The District agrees to utilize full day sessions designated for staff in-service training and identified as non-student contact days during the school year or student early dismissal sessions des-

ignated for staff in-service training and identified as non-student contact days during the school year or student early dismissal sessions designated for staff in-service training during the school year, or a combination of both, for the purpose of providing at least eighteen (18) hours of professional development opportunities as established in NJAC 6:11-13 (Mandated Continuing Education for Teachers)

22:3-2 The parties agree that programs established for presentation on these days will meet the requirements of NJAC 6:11-3 with regard to mandated professional development for teachers.

22:3-3 The parties further agree that the programs established for presentation shall be planned and implemented by the District Professional Development Committee as established in NJAC 6:11-13.

22:3-4 The parties agree that during the time periods allotted for these training sessions, each instructional assistant will be assigned either to the program attended by the staff member with whom the instructional assistant is assigned or to other training programs designed specifically for instructional assistants.

22:3-5 Programs for development of professions in the employment areas of secretary, security, and school/community program coordinators will be provided by the District on workdays during the in-school work year for staff members in said employment categories. Said programs will be established jointly by the District and the Association.

22:3-6 The parties agree that all Sections of Article 22:3 above shall become effective September 1, 1999.

22:3-7 The parties agree that any modifications of State regulations regarding mandated continuing education for teachers which impacts upon the terms established in this Section shall result in the modification of said negotiated language.

## **22:4 PROGRAMS**

### **22:4-1 Mandated Programs**

The District agrees to implement the following:

22:4-1.1 The District agrees to pay the full cost of tuition and other reasonable expenses incurred in connection with

any courses, workshops, seminars, conferences, in-service training sessions, or other such sessions which an employee is required and/or requested by the administration to take. The above does not include courses taken toward normal certification requirements.

22:4-1.2 A leave of absence granted for any of the aforesaid purposes shall be without loss of salary, and the employees shall be granted a sum sufficient to cover his/her travel expenses, plus an allotment of \$25.00 per diem.

## **22:4-2 Conferences or Workshops**

22:4-2.1 Any member of the professional staff wishing to attend a conference or workshop held during an in-school workday shall submit such a request in writing to the State District Superintendent five days in advance. Such requests shall be subject to approval by the State District Superintendent, and should such request be denied, said denial shall be in writing.

22:4-2.2 The District agrees to pay the reasonable expenses incurred by employees who attend such sessions according to 22:4-2.1 above.

## **22:4-3 In-service Workshops**

In-service programs shall be conducted during the employee's workday if employee attendance is required.

## **22:5 EXPERIMENTAL PROGRAMS**

22:5-1 Any aspect of an experimental program which would affect the terms and conditions of employment shall be negotiated with the Association before implementation.

### **22:5-2 Superintendent's Educational Grant Program**

#### **22:5-2.1 Purpose**

The parties acknowledge the desire of the State District Superintendent of Schools to attract teachers in the elementary and primary schools to participate in certification programs designated by the Superintendent, which are provided at accredited state colleges or universities for the purpose of completing certification and provid-

ing instruction in said identified areas for the purpose of bringing even greater proficiency in subject areas to the staff assigned to the elementary/primary schools.

### **22:5-2.2 Procedure**

To this end, the parties agree to permit the State District Superintendent of Schools to establish a Superintendent's Educational Grant program as follows:

- 1) Not later than June 1 of each school year, the State District Superintendent of Schools shall identify at-risk area(s) in which he believes the instruction of elementary staff members would benefit from participation in a certification program. There shall be no limit placed on the number of areas of certification program. There shall be no limit placed on the number of areas of certification that may identified by the State District Superintendent of Schools.
- 2) The State District Superintendent shall cause said information to be distributed to all staff members prior to the end of the preceding school year.
- 3) Building administrators will be required to circulate said notification, and staff members will be required to sign such circular in order to ensure that all have seen same.
- 4) Signed notices shall be forwarded to the State District Superintendent's office within five (5) work days of distribution to the schools.
- 5) Once designated as an at-risk area, the designation may not be removed or withdrawn by the State District Superintendent of Schools or the school district for a period of at least one school year.
- 6) The State District Superintendent of Schools may withdraw designation a subject area and/or may designate another area of concern following the procedure established above.
- 7) Reimbursement of tuition fees as established in Article 22:6-8 of this Agreement for courses taken in conjunction with this program shall not be made from funds budgeted to meet the District's obligations established in Article 22:6-8 of this Agreement, and shall not be counted toward the amount of money to be expended under that provision of the Agreement.
- 8) No part of this section of the Superintendent's Grant Program shall be subject to the grievance procedure.

### **22:5-2.3 Participation**

Staff members who seek certification based upon the State District Superintendent of Schools notification shall advise the State District Superintendent of Schools in writing of their decision within twenty (20) calendar days. The District shall establish a triplicate form for said notification, one copy of which shall be forwarded to the State District Superintendent of Schools, the second shall be forwarded to the Office of Staff Development, and the third copy shall be retained by the staff member.

### **22:5-2.4 Assignment**

- 1) Staff members who hold New Jersey standard teaching certification in elementary education and the designated at-risk area may be assigned to teach in the designated at-risk area on a voluntary basis subject to availability of position and the decision of the State District Superintendent. Said decision shall not be subject to the grievance procedure.
- 2) The State District Superintendent of Schools agrees that staff members who respond to his Grant Program announcements may be voluntarily transferred to a high school assignment upon receipt of the subject area certification.
- 3) Staff members who receive certification in a designated area may request a transfer to an appropriate position in the high school, but upon receiving such assignment, shall give up the Grant honorarium.
- 4) Staff members who volunteer to teach in the designated at-risk area shall be provided with a Superintendent's Educational Grant Program honorarium of \$2,500 annually for each year in which they teach in the designated area. Said honorarium shall be paid by separate check not later than the last day of school in June.
- 5) Should the State District Superintendent of Schools withdraw designation of an at-risk area prior to the completion of the program by the staff member who has provided notification of intent to pursue certification in a designated at-risk subject area to the Office of the State District Superintendent of Schools, said staff member shall receive a one-year grant in the sum of \$2,500.
- 6) Staff members who wish to be transferred from the designated at-risk area of instruction may file such a request for transfer

in the same manner as other transfer requests. However, once removed from the designated at-risk instructional area, the staff member will no longer be eligible to receive the Grant honorarium, unless the staff member chooses to request, and is granted, a transfer to either the designated at-risk area or another designated at-risk area for which s/he is certified.

## **22:6 TUITION REIMBURSEMENT**

### **22:6-1 General Guidelines**

22:6-1.1 A teacher under contract to the Paterson School District who earns additional semester credits in courses related to education which are approved by the State District Superintendent will be reimbursed for tuition up to the approved State College rate for no more than three courses per contract year which may be pro-rated based upon the percentage of time that the teacher spends in the Paterson school system in any one fiscal year as established in the guidelines of 22:6-6 below.

22:6-1.2 In addition, courses related to education in areas designated by the State District Superintendent of Schools will be compensated at the approved State College rate for all tuition charges and other mandatory fees assessed by the college or university.

22:6-1.3 Reimbursement for courses taken at an accredited college or university other than a New Jersey state college or university shall be reimbursed at the tuition rate established by William Paterson University for New Jersey residents.

### **22:6-2 Course Eligibility**

In order to be eligible for tuition reimbursement for such approved courses, the course must be in the field of education of the teacher's certification, or a course to obtain additional certification, unless it is part of a degree program, or unless this provision is waived by the State District Superintendent. Additionally, the course must be taken at an accredited college or university.



### **22:6-3 Intent**

The intent of this provision is to reimburse tuition costs for graduate courses in the areas cited above except that undergraduate courses taken within the area of a teacher's certification, to obtain an 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.

### **22:6-4 Grade Requirement**

22:6-4.1 A "B" average must be maintained in each course in order for the course to be reimbursable.

22:6-4.2 In the case of a degree program, the individual college's requirement for passing shall govern and if the teacher passes and receives credit from the college, the costs of tuition, subject to the above limitations, shall be reimbursable.

### **22:6-5 Payment Schedule**

For courses taken, reimbursement shall be within sixty (60) days of receipt of transcript and summer courses will be reimbursed in September provided the teacher returns to the District.

### **22:6-6 Procedural Guidelines**

Procedural guidelines for the submission of reimbursement claims shall be established mutually by the State District Superintendent or designee and the Association. Said guidelines review will begin upon ratification of this Agreement.

#### **22:6-7.1 Limitations**

Courses taken for initial certification or degree will not be eligible for reimbursement under the guidelines established herein.

22:6-7.2 Courses taken a part of the Superintendent's Grant Program shall be reimbursed as per the provisions of this Article. However, costs for said courses shall not be taken from monies made available under Article 22:6-8 below.

22:6-7.3 Courses taken as a result of administrative circulars/postings or other such solicitations by the District's admin-

istrative staff shall be reimbursed as per the provisions of this Article. However, costs for said courses shall not be taken from monies made available under Article 22:6-8 below.

### **22:6-8 District Expenditure Liability – Certificated Staff**

The parties agree that the amount of money expended by the District for tuition reimbursement under the provisions of this Article for certificated staff during the 2004-2005 school year shall not exceed \$704,490, and during the 2005-2006 school year shall not exceed \$759,386. Further, the parties agree that thereafter, 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 the same percentage.

### **22:6-9 Instructional Assistants (I-V)**

22:6-9.1 The District and the Association agree to explore avenues of obtaining funds from sources outside the District to be used to provide a tuition reimbursement program for Instructional Assistants (I-V). Efforts will be made to check state and federal resources, endowment funds, state and national associations, and other appropriate agencies to obtain funds to assist Instructional Assistants (I-V) to be employed as teachers in the District subject to funding.

22:6-9.2 Regardless of whether the District obtains outside sources of funding, the District agrees to provide tuition reimbursement for Instructional Assistants (I-V), for a maximum of three (3) courses taken per year at two or four-year colleges at the county college (2 year) or state college (4 year) rate. Procedural guidelines for submission and reimbursement shall be as found in Appendix C of the Agreement.

### **22:6-10 Secretarial Training**

#### **22:6-10.1 Training Program**

The District agrees to offer five courses related to skills needed for secretarial employees. Each course shall consist of two hours of instruction and shall be conducted after the workday at a Paterson school district site or other site convenient to Paterson. Employees

who successfully complete courses as outlined below shall receive a stipend of forty (\$40) dollars per course. To be eligible to receive such compensation, secretaries with five (5) years of experience must attend at least two (2) courses per year; secretaries with under five (5) years' experience in Paterson must attend at least four (4) courses per year.

### **22:6-10.2 Tuition Reimbursement**

Effective July 1, 2005, in addition to the training provided in Article 22:6-10, the District shall establish a tuition refund program for the secretarial staff to attend two or four year colleges or business schools. These funds shall be used to further enhance the skill levels of secretarial staff, including but not limited to computer literacy, hardware and software utilization, and other course work deemed appropriate for secretarial growth. Procedural guidelines for submission and reimbursement shall be as found in Appendix C of the Agreement.

### **22:6-10.3 Professional Development**

22:6-10.3-1 The District will develop a list of desired skills required by the different categories of secretarial assignments in the District

22:6-10.3-2 The District will arrange for staff members to receive professional development on said skills. Said professional development requirements will be at the sole discretion of the Superintendent of Schools; i.e. location (in-house vs. out of district) duration, agenda, PD instructor etc.

22:6-10.3-3 If it is necessary for a staff member to travel out of district, reimbursement for travel, mileage, tolls, parking and the like will be made in accordance with Board Policy and State Statute.

### **22:6-11.1 District Expenditure Liability – Support Staff Tuition Reimbursement**

Funds provided to support staff employees under this article shall not exceed \$75,000 per year and shall be separate and apart from that provided to certificated staff. No more than \$20,000 shall be used for secretarial reimbursements. Cost per credit for secretarial staff shall be limited to \$160, with a maximum of \$480 per college or secretarial

course. Additional fees for any purpose are the responsibility of the secretarial employee.

### **22:6-11.2 Other Support Staff Tuition Reimbursement**

Security officers, school community program coordinators (parent liaisons) and analysts will join the existing reimbursement group.

## **22:7 PEER ASSISTANCE PROGRAM**

### **22:7-1 Establishment Provision**

In order to provide staff members with assistance in improving their performance, a Peer Assistance Programs will be established within the district under the auspices of the Instructional Council or other collaborative committee having equal representation of the District management and the Association.

### **22:7-2 Areas of Assistance**

Areas of instructional pedagogy in the Peer Assistance Program may include long range concerns (such as student discipline techniques) or short-term curricular areas.

### **22:7-3 Participation Guidelines**

The Peer Assistant Program shall be a voluntary program for both providers and recipients of assistance.

22:7-3.1 Participation of staff members as recipients under the Peer Assistance Program may be suggested but not mandated by building administrators based upon annual performance evaluations.

22:7-3.2 Staff members may voluntarily request assistance based upon evaluations or observations by administration or through voluntary self-evaluation.

### **22:7-4 Relationship to Evaluation Procedure**

The peer assistance activity shall proceed parallel to and independent of the normal supervisory and evaluation process. Peer assistance providers will not be permitted, either in person, in written form

or through hearsay, to participate in any disciplinary or evaluative procedure. Further, no documentation of receipt of assistance through the Peer Assistance Program shall be placed in any personnel record. However, commendations of peer assistance providers may be placed in the personnel file of assistance providers so long as no reference is made to the recipient of the assistance.

### **22:7-5 Compensation**

No mandatory additional time requirements may be placed upon participants in the Peer Assistance Program with the exception of in-service training for assistance providers who shall be compensated at the contractual rate as established in Article 12 of this agreement, should such training take place after the close of the regular workday.

### **22:7-6 Volunteer Solicitation**

Peer assistance provider volunteers may be solicited from the staff of a building by the administrator. Other staff members who wish to provide assistance may indicate such desire to the building administrator.

## **22:8 MENTOR TEACHER PROGRAM**

P.E.A. and the District share an interest in attracting and keeping excellent teachers, providing support to all provisional staff in order to enhance their professional development and improve their teaching skills. The parties also wish to identify and utilize the talents and experience of outstanding teachers who would apply and if selected, serve as Mentor Teachers within each school in the District.

### **22:8-1 Mentor Teacher Designation**

22:8-1.1 To be eligible to be considered for Mentor Teacher designation, teachers must meet the qualifications listed below and submit an application. The review and designation process will be conducted by a Mentor Teacher Committee composed of an equal number of District and P.E.A. members.

22:8-1.2 The exact number of Mentor teachers designated for each school will depend on the size, needs, number of provisional staff, etc. at each school. However, no Mentor Teacher shall be responsible for more than eight (8) Provisionals in any given year. Mentor Teachers who have instructional responsibilities and

who mentor at more than one school shall mentor no more than four (4) provisional teachers.

### **22:8-2 Mentor Teacher Roles**

The Mentor Teacher, depending on the needs in his or her school and his or her expertise and preferences, will mentor provisional teachers and assist in identifying and facilitating building training opportunities for provisional staff.

### **22:8-3 Mentor Teacher Program Committee**

#### **22:8-3.1 Composition**

The Committee shall be composed of an equal number of administrators and teachers, but total membership will not exceed eight. The P.E.A. will select teacher members; the District, administrative members, effective Spring, 1992.

#### **22:8-3.2 Responsibilities**

The Committee, in conjunction with the District Personnel Office, will develop and post a job description for Mentor Teacher. The posting will list qualifications, application process and deadlines. The notice shall be sent to all teachers in the Paterson District. Upon review of the applications, the Mentor Teacher Program Committee will select Mentor Teachers so that each school will have a pool of Mentor Teachers. If a school has no school-based Mentor Teacher, a school may request a Mentor Teacher from a school that has unassigned or underutilized Mentor Teachers. The Mentor Program Committee will compile and distribute to all schools a list of the Mentor Teachers who have assignments and those who are available.

#### **22:8-3.3 Program Evaluation**

The Committee will review and analyze annually the implementation and effectiveness of the Mentor Program and make recommendations to the parties as may be needed.

### **22:8-4 Teaching Load**

Mentor Teachers will need time to consult, observe, diagnose, plan and prescribe for provisional teachers they mentor. They will also need time to meet with other Mentor Teachers and the Mentor Pro-

gram Committee. For these reasons, Mentor Teachers with instructional responsibilities shall be responsible for no more than eight (8) provisional teachers. In addition to their preparation periods, Mentor Teachers shall have at least two (2) periods per provisional teacher per week free from instructional duties.

#### **22:8-5 Compensation**

A Mentor Teacher shall receive a stipend of \$550 per provisional staff member mentored.

## **ARTICLE 23 INSTRUCTIONAL COUNCIL**

### **23:1 STATEMENT OF AUTHORIZATION**

The District and the Association agree to organize an Instructional Council for the purpose of strengthening the education program as a result of the efforts of the District and the Association. The organization membership and procedure shall be formulated through the joint efforts of the State District Superintendent of Schools and the Association

#### **23:1-1 Purpose**

An Instructional Council shall be established and shall meet no later than October 15. The purpose of the Council shall be strengthen the educational program through recommendations, research implementation, and evaluation by the State District Superintendent and the Association to best meet the needs of the students, the schools, and the community. The Council may consider, but not be limited to, advising the District and Association on such matters as curriculum improvements, teaching techniques, instructional organizational patterns, experimentation, extracurricular programs, in-service training and staff development, pupil testing and evaluation, philosophy and educational goals of the District, employee requirement, research, educational specifications for buildings, and other related matters regarding the effective operation of the District.

### **23:1-2 Membership**

The Council shall consist of five (5) representatives appointed by the State District Superintendent and five (5) representatives appointed by the Association.

### **23:1-3 Committees**

The Council shall recommend to the State District Superintendent for appointment of subcommittees or ad hoc committees for specific projects to allow for those who would be affected by Council recommendations to have an opportunity to be involved.

### **23:1-4 Individual Initiative for Suggestions**

The Council shall encourage the initiation of ideas and suggestions for projects by individual employees, departments, grade levels, Association committees, administrators, District members, students, parents, or other interested parties.

### **23:1-5 Additional Members**

Nothing in this Article shall be interpreted to prevent the Council from consulting or appointing to its committees such additional employees, administrators, professional advisors, students, parents, or other persons as the original members herein designated shall determine are desirable and appropriate for said purposes.

### **23:1-6 Rules of Procedure**

The Council shall establish its own rules of procedure and shall provide for a rotating chairman who shall be responsible for the arrangement and conduct of meetings.

### **23:1-7 Meetings**

The Council shall meet at least once each month that school is in session. Special meetings may be called during such time as school is not in session at the call of a majority of the members of the Council.



### **23:1-8 Information**

The Council and its sub-committees shall be provided with the same access to available school district information as provided to the Association as specified in Article 5:1 of this Agreement.

### **23:2 REPORTS**

#### **23:2-1 District and Association Action**

The District and the Association shall consider and study all written recommendations submitted by the Council for action. If the District or the Association refuses to adopt any such recommendations, it shall state the specific reasons for such refusal to the Council in writing.

#### **23:2-2 Minority Reports**

Reports of the Council or any sub-committee established by the Council may include minority as well as majority views.

### **23:3 BUDGET**

The District agrees to provide in its budget, the sum of five thousand dollars (\$5,000) for the purpose of assisting said Council in implementing the responsibilities imposed upon the Council. All requests for funds shall be processed through the District in accordance with the procedures established by the District for approval of project expenditures. One member of the Council shall be selected by the Council to maintain financial records which shall be available for inspection and submitted to the District on an annual basis.

### **23:4 CLERICAL ASSISTANCE**

Adequate secretarial and clerical assistance shall be provided for the Council by the District.

### **23:5 RELEASED TIME**

Members of the Council may find it imperative to meet during schools hours. In such cases if a majority of the members of the Council agree that such meeting must be held during the school day,

the District shall grant released time, at no loss of pay for any Council member, however, there shall not be more than three (3) meetings held during school time.

## **ARTICLE 24**

### **SITE BASED MANAGEMENT/SHARED DECISION MAKING**

#### **24:1 GOVERNING PHILOSOPHY**

The parties agree that achieving the overall objective of improved student achievement can best be accomplished in an environment that allows decisions about education programs and the resources needed to implement them to be made wherever possible by the individual staff members and administrators who will directly carry them out. Therefore, the parties agree that the District should commit itself to fostering processes that encourage shared decision-making at the school sites. This conclusion is based on the parties' agreement that they share strong interests in:

- Ensuring that every school in the District is operated so as to maximize its effectiveness (increasing quality of student achievements) and its efficiency (value realized from the use of District resources).
- Ensuring that the decision-making process at each school and throughout the district gives appropriate weight to the interests and perspectives of all parties, as a means of improving both the quality of decisions and the probability of their successful implementation.
- Ensuring that transition to Site-Based Decision-Making is preceded by effective communication and coordination of plans and expectations among all parties involved.
- Ensuring that there is general acceptance by staff members and administrators at any school entering into a Site-Based Management/Shared Decision-Making program. Individual staff members and administrators who prefer not to participate in the program will be offered transfers whenever possible, without prejudice to sites where the program is not yet underway.

It is important to note that improving student achievement is in the interest of both parties. Therefore, a school that is producing satisfactory student achievement need not change to Site-Based Management/Shared Decision-Making if its staff and administrators prefer not to participate.

## **24:2 SITE-BASED MANAGEMENT/SHARED DECISION-MAKING DEFINED**

Site-Based Management/Shared Decision-Making (SBM/SDM) programs are joint planning and problem solving processes that seek to improve the quality of working life and education through collaborative efforts of administrators and staff at the work site sharing authority to make decisions. Said programs also reflect the commitment of the District to provide funding for those decisions.

## **24:3 WAIVER**

24:3-1 Schools may seek a waiver from provisions of the collective bargaining agreement in order to improve academic performance and/or overall school atmosphere.

24:3-2 To initiate the waiver process, at least 25% of the school staff must sign a petition indicating the provision(s) of the collective bargaining agreement to be waived and the purpose for the waiver sought.

24:3-3 No staff member will be coerced, disciplined, or retaliated against for his/her failure to sign a waiver petition.

24:3-4 The school will convene a Site Based Management Team (SBMT). The SBMT will consist of three staff members chosen by the Association, the school principal and two other administrators or other non-PEA employees chosen at the Superintendent's prerogative. The SBMT will meet and develop a more detailed waiver request to include the following:

- i) The academic goal(s) and/or overall school atmosphere to be achieved;
- ii) The timeline for the achievement of the goal(s)
- iii) The provision(s) of the collective bargaining agreement to be waived;

- iv) An explanation of how the waiver will assist the school in achieving the goal(s);
- v) A plan for how textbooks, technology and other resources will be utilized, including a plan and budget for any additional resources that may be necessary;
- vi) A plan for how professional development will be utilized if applicable.

24:3-5 The waiver request will be presented to the school's bargaining unit members for a secret ballot vote. If a majority of the staff votes in favor of the waiver request, it will be submitted to the Principal.

24:3-6 If the items in Article 24:3-6.4 and 24:3-6.5 are met and the waiver is approved by the Principal, the State District Superintendent and the P.E.A. President must each agree to the waiver.

24:3-7 All waivers will sunset by June 30 of the contract year in which the waiver was implemented, unless all the parties involved agree to an extension. Requests for renewal shall be submitted by the SBMT to the school's bargaining unit members for a secret ballot votes.

24:3-8 No waivers may be sought for provisions pertaining to salary, health insurance, holidays, vacation, grievance procedure, transfer and seniority provisions.

24:3-9 Notice of the results of this program shall be reported to the P.E.A. president and the District Superintendent.

## **24:4 PILOT SCHOOL PROGRAM/PATERSON INNOVATIVE ACADEMY**

24:4-1 The parties agree to utilize the provisions of this Article and related appendices. A and B of this Agreement for the purpose of reviewing proposals related to a 'Pilot School Program' for the District, the intent of which shall be to provide models of educational excellence that will enhance instruction and foster educational reform.

24:4-2 The parties agree the Site-Based Management/Shared Decision-Making process and language as contained in this Agreement is a commitment by the parties to collaborative efforts in the areas mentioned in this Article. However, due to the nature of this Paterson Innovative Academy project, both in terms of its goals and

the legal ramifications of the project, the parties agree that the final determinations regarding Steering Committee recommendations shall remain within the exclusive purview of the State District Superintendent of Schools.

## **24:5 HARD-TO-FILL POSITIONS**

24:5-1 The District agrees to pay certificated employees on the Universal Salary Guide with a summative rating of effective or highly effective who teach in designated “hard-to-fill” positions, subjects, schools and/or grade levels in any district school other than Turnaround Schools under Article 24:6 a one-time payment that shall not be considered base salary as follows:

Year 1 = \$1,500

Year 2 = \$750

Year 3 = \$750

24:5-2.1 The Year 1 stipend will be given at the beginning of the school year to the employee on the Universal Salary Guide who received a rating of effective or highly effective in the prior year and is employed in the designated hard-to-fill position. The three (3) year stipend is used as a recruiting tool, thus only new/recruited employees entering the School will qualify for the Hard to Fill three (3) year extra compensation.

24:5-2.2 For Year 2 and Year 3 stipends, or in Year 1 if a teacher in a hard-to-fill position is new to the District and did not receive a summative rating the year before, the District shall pay the new certificated employee once he or she has received a rating of effective or highly effective for one year working in a designated hard-to-fill position.

24:5-2.3 The State District Superintendent will have the absolute authority when annually designating a position, subject, school (other than a Turnaround School) and/or grade levels as hard-to-fill. This decision is not grievable nor arbitrable. The parties agree that any employee filling a hard-to-fill, position, subject, school (other than a Turnaround School) and/or grade level and who has received compensation for filling said vacancy shall provide the District with a minimum of three (3) years of service.

Certificated Staff Stipend Schedule (payments not part of base salary):

Teachers

- on the Universal Salary Guide
- have effective/highly effective summative rating
- employed in a hard-to-fill subject, school and/or grade level position in any school in the district other than a designated Turnaround School under Article 24:6

Year 1 = \$1,500

Year 2 = \$750

Year 3 = \$750

## **24:6 TURNAROUND SCHOOL**

24:6-1 The parties agree that certain schools may be designated as Turnaround Schools to improve academic performance. The District has the absolute authority to designate three (3) school(s) as Turnaround Schools. The State District Superintendent will articulate to all members of the District his reasons for designating the Turnaround Schools as described in this Article and shall set at least one academic goal for each school.

24:6-2 The District will post all positions for each Turnaround School. Any interested staff member must apply for any position in the Turnaround School. The posting will include the following information:

- a. The position;
- b. The name and location of the school;
- c. The length of the workday; and
- d. The start and end of the workday

24:6-3 During the time a school has been designated as a Turnaround School, only staff members in that Turnaround School who request a transfer will be granted a transfer. No teacher will be placed at a Turnaround School without the consent of the teacher of the school's principal. Teachers that transfer out of the turnaround school will be designated to locations pursuant to normal rules of transfer.

24:6-4 The duration for each Turnaround School will be determined solely by the District or end once the school has met the academic goals previously set by the Superintendent. The District

shall make every effort to limit each Turnaround School designation to no longer than three years.

### **24:6-5 Turnaround School Work Day**

24:6-5.1 The Superintendent at his/her sole discretion shall increase the workday at a Turnaround School up to 60 minutes in length in addition to the total in-school workday specified in Article 7:2. Such extended workday shall be in place Monday through Thursday.

24:6-5.2 Any schedule changes contemplated in accordance with Article 24:5 above will be determined no later than July 15th.

24:6-5.3 The parties understand that the ten (10) minute non student contact time at the end of the school day is waived for all employees working in a designated Turnaround School.

### **24:6-6 Professional Development**

24:6-6.1 The parties agree that employees assigned to Turnaround School will be required to attend at least three (3) professional development session during the summer months and one (1) school level meetings on Saturdays during the school year (if Saturdays interfere with religious services, other arrangements will be made).

24:6-6.2 The professional development sessions shall be no more than four (4) hours in length. Furthermore, the parties agree that the Superintendent has full authority to convert a Turnaround School into an extended day/year program depending on available funding and/or academic needs.

24:6-6.3 The parties understand that the requirements for extra professional development or school level meetings listed above will not warrant extra compensation but rather the compensation for the extra time covered under the additional compensation an employee receives for working in a Turnaround School.

24:6-6.4 One (1) period per week will be designated as a professional learning community or a data team meeting. The purpose of this time is to allow teaches to analyze and collaborate on lesson plans, student test data, etc. The school principal will schedule the period in place of the Grade Level Meeting.

## **24:6-7 Compensation/Certificated Staff**

24:6-7.1 If the Superintendent deems that there will be no change to the length of the workday, the certificated employees working in the Turnaround Schools under this Article shall receive for these extra responsibilities extra compensation of \$1,000, which will not be included in the employee's base salary.

24:6-7.2 If the Superintendent deems that there will be an extended workday, within the limitations set forth above, the certificated employees working in the Turnaround Schools under this Article shall receive for these extra responsibilities extra compensation of \$5,500, which will not be included in the employee's base salary.

24:6-7.3 The certificated employee will receive the above amounts for each year she is working in a designated Turnaround School under this Article said extra compensation for working in a Turnaround School shall not be received in addition to the receipt of extra compensation for working in a hard-to-fill subject, grade-level or position.

## **24:6-8 Compensation/Non-Certificated Staff**

24:6-8.1 For every year a non-certificated employee works in a Turnaround School under this Article, he or she shall receive for these extra responsibilities extra compensation of \$600, which is not in base salary, if the Superintendent deems that there will be no change to the length of the work day.

24:6-8.2 The non-certificated employee will receive for these extra responsibilities extra compensation of \$3875, which is not in base salary, if the Superintendent deems that there will be a longer work day.

24:6-8.3 The parties agree that said payment shall cease when the employee is transferred to a non-Turnaround School or if the school is no longer a Turnaround School as described in the Article.

24:6-8.4 The parties agree that the stipend payment for working in a Turnaround School shall be paid out as part of their regular paycheck schedule but will not be considered part of the employee's base salary. Furthermore, the parties understand that the



Superintendent of Schools has the absolute power to assign, designate and terminate the status of a Turnaround School.

### **24:6-9 Exemptions**

It is specifically agreed that employees who are involuntarily assigned to work in a Turnaround school shall not be required or permitted to work additional days or hours beyond the standard work day/year, shall be exempt from the terms of this section of the Agreement and shall be covered by the other terms and conditions of employment as included elsewhere in this contract. The parties agree that Association officers, delegates and members of the executive board will be released at attend one (1) Association meeting without penalty.

## **24:7 STAFF ATTENDANCE INCENTIVE PLAN**

### **24:7-1 Guidelines**

Productivity and student achievement are enhanced by the consistent presence of teachers and support staff in the schools. At the end of each school year all staff members who have completed three years of active service and whose attendance has equaled or exceeded 96.5% for the school year are eligible and may choose to receive reimbursement for a minimum of five (5) unused sick days up to a maximum of ten (10) unused sick days at the following rates:

Teachers \$125 per day

Others \$ 60 per day

Staff members who have had no more than three (3) days deducted from their accumulated sick days will be eligible to participate in the Staff Attendance Incentive Plan.

### **24:7-2 Perfect Attendance Bonus**

#### **24:7-2.1 Ten Month Employees**

Ten month employees (teachers, instructional assistants, SCPC's, etc.) who have zero absences deducted from accumulated sick days during the period from September 1 through January 31 and/or the period from February 1 through June 30 shall be entitled to a payment of \$250 for either or both period(s) in which no absences were deducted.

### **24:7-2.2 Twelve Month Employees**

Twelve month employees (secretarial staff, security officers, SCPC'S, attendance officers, etc.) who have zero absences deducted from accumulated sick days during the period from July 1 through December 31 and/or the period from January 1 through June 30 shall be entitled to a payment of \$250 for either or both period(s) in which no absences were deducted.

### **24:7-2.3 Attendance Incentive Plan Eligibility**

Staff members who receive bonus payments as outlined above shall also be entitled to participate in the Attendance Incentive Plan as previously outlined in this Article.

### **27:7-3 Association Representation on Staff Attendance Committee**

Effective September 1, 1992, the District Staff Attendance Committee shall be opened to include two representatives of the Association for the purpose of developing guidelines for the implementation of the Staff Attendance Incentive program.

### **24:7-4 Payment**

24:7-4.1 Monies from such transactions shall be paid to the employees by the District by separate check not later than thirty (30) calendar days following the close of the attendance period.

24:7-4.2 Employees who receive payments for attendance, sick day buyback or other similar programs will have the individual option to have such payment placed in a 403(b) or 457 account to the extent permitted by law.

**ARTICLE 25**  
**PROTECTION OF EMPLOYEES,**  
**STUDENTS AND PROPERTY**

**25:1 UNSAFE AND HAZARDOUS CONDITIONS**

Employees shall not be required to work under unsafe or hazardous conditions or to perform tasks which endanger their health, safety, or well-being.

**25:2 PROCEDURES FOR HAZARDOUS CONDITIONS**

In the event of any disorder or disruption in the regular school program, the Association shall have the right to meet with the District immediately to develop mutually acceptable programs to guarantee the safety of students, employees and property.

**25:3 REASONABLE FORCE**

**25:3-1 Statutory Authorization**

As specified in 18A:6-1, a teacher may, within the scope of his/her employment, use and apply such amount of force is reasonable and necessary to quell a disturbance threatening physical injury to others; to obtain possession of weapons or other dangerous objects upon the person or within the control of the pupil; for the purpose of self-defense; and for the protection of persons or property.

**25:3-2 Applicability to Support Staff**

It is agreed that Section 24:3-1 above shall be applicable to Instructional Assistant (I-V) staff acting in the absence of, or in conjunction with, certificated personnel.

## **25:4 ASSAULT**

### **25:4-1 Legal Assistance**

The District shall give full support including legal and other assistance for any assault upon the employee while acting in the discharge of his/her duties, as provided in the statute.

### **25:4-2 Leave**

When absence arises out of or from such assault or injury, the employee shall be entitled to full salary and other benefits for a period not to exceed one year, but shall not forfeit any sick leave or personal leave.

### **25:4-3 Worker's Compensation**

Benefits derived under this or subsequent Agreements shall continue beyond the period of any Worker's Compensation until the complete recovery of any employee when absence arises out of or from assault or injury for a period not to exceed one year.

## **25:5 REPORTING ASSAULTS**

### **25:5-1 Principal or Immediate Supervisor**

Employees shall immediately report cases of assault or injury suffered by them in connection with their employment to their principal or other immediate superior.

### **25:5-2 State District Superintendent of Schools**

Such notification shall be immediately forwarded to the immediate Supervisor and School District Counsel who shall comply with reasonable requests from the employee for information in the possession of the State District Superintendent relating to the incident or the persons involved, and shall act in appropriate ways as liaison between the employees, the police, and the courts.

## **25:6 REPORTING INJURIES**

### **25:6-1 Responsibility**

In the event of injuries sustained by any employee in the course of his/her employment, it is the responsibility of the principal to report the same to the District. The report shall be made out in quadruplicate; one copy sent to the State District Superintendent, one to the Counsel, the third copy retained by the principal, and the fourth copy to be retained by the injured party.

### **25:6-2 Forms**

Forms containing the information required shall be furnished to the schools.

### **25:6-3 Physician**

Injured employees are required to retain a physician from the list furnished by the District's Worker's Compensation carrier in order to avoid personal liability for payment of doctor's bills.

### **25:6-4 Extreme Cases**

In extreme cases the principal shall notify the Counsel by telephone immediately and prior to filing the formal report.

## **25:7 VANDALISM/PERSONAL LOSS PROTECTION**

The parties agree to establish a four member joint study committee, two members to be appointed by the Association and two members to be appointed by the District, to explore options which may be available to the parties in order to address staff concerns regarding vandalism/personal loss protection.

## **25:8 NURSES**

A school nurse shall be scheduled to be in each building.

## **25:9 SECURITY OFFICERS**

The parties agree that security officers are desirable in appropriate circumstances to avoid situations which endanger the health, safety, or well-being of the teaching staff.

# **ARTICLE 26 INSURANCE PROTECTION**

## **26:1 FULL HEALTH-CARE COVERAGE**

### **26:1-1 Provisions of Coverage**

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

26:1-1.1 Hospital room and board and miscellaneous costs.

26:1-1.2 Out-patient benefits.

26:1-1.3 Laboratory fees, diagnostic expenses, and therapy treatments.

26:1-1.4 Maternity costs.

26:1-1.5 Surgical costs.

26:1-1.6 Major-medical coverage

26:1-1.7 Emergency room coverage

### **26:1-2 Carrier**

Notwithstanding any past practice to the contrary, effective July 1, 1992, the health insurance carrier shall be the New Jersey State Public and School Employees Health Benefits Plan. The District may change the carrier(s) only if all of the following procedures are complied with:

26:1-2.1 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.

26:1-2.2 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.

26:1-2.3 In any dispute over the award of benefits which arises 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.

26:1-2.4 Management shall provide all documentation, including but not limited to the explanation of benefits booklet, individual and group identification numbers, claim forms, individual prescription and medical identification cards, to all staff members not less than thirty (30) days prior to the implementation of any medical benefits program.

26:1-2.5 Identification cards shall be distributed to all staff members no later than two (2) weeks prior to the beginning of any new benefit contract year.

26:1-2.6 The parties agree that Sections 29:1-2.3, 29:1-2.4 and 29:1-2.5 of the 1988-91 Agreement, along with the total emergency room coverage provided in 29:1-1.7 will remain in effect if the District is covered by an insurance carrier other than the New Jersey State Health Benefits Plan.

### **26:1-3 Complete Annual Coverage**

For each employee who remains in the employ of the District for the full school year, the District shall make payment of insurance premiums to provide insurance coverage for the full twelve (12) month period commencing July 1st and ending June 30. When necessary, payment of premiums in behalf of the employee shall be made retroactively or prospectively to assure uninterrupted participation and coverage.

### **26:1-4 Master Agreement Provisions**

The District agrees to establish a contract with the program administrator/carrier which shall provide for:

26:1-4.1 Notification by the program administrator/ carrier to the employee of receipt of the employee's claims within five (5) days.

26:1-4.2 School visitations by the representatives of the program administrator/carrier to discuss and assist in claim filing, and provide information concerning the insurance program. Said visitations will be made in each school in the district when necessary or as requested while school is in session.

### **26:1-5 Retired Coverage**

To the extent permitted by law, the District shall provide for continuance of health-care insurance after retirement on the terms detailed in the master policies and contracts agreed upon by the District and the Association.

### **26:2 Insurance Waiver Opt Out**

26:2-1 The District will establish a health insurance waiver program.

26:2-2 Employees may choose to opt out of their District provided health and/or prescriptions benefits, and will receive a payment of 25% of the annual premium or \$5,000, whichever is less. This Insurance Waiver shall be in conformity to all State Statutes and Regulations.

### **26:2-3 Eligibility**

26:2-3.1 To be eligible to participate, employees must provide proof of alternative health and/or prescription insurance through another provider. Acceptable proof would be a letter from the employer or the insurance carrier verifying insurance coverage and such proof shall be provided prior to the close of the open enrollment period.

26:2-3.2 Waiver forms must be completed, signed, and submitted to the District by the employee.

26:2-3.3 Employees who are not authorized Health Benefits under P.L. 2011 Chapter 78 shall be exempt from receiving any remuneration as it relates to the clause.



26:2-3.4 All incentive payments received are taxable, but not pensionable. Payments shall be made in two (2) installments, the December 15th pay cycle and the last pay cycle in June of the respective school years.

## **26:2-4 Reenrollment**

26:2-4.1 In the event an employee's replacement insurance coverage is terminated as a result of any life-altering event such as termination of insurance, unemployment, reduction in the number of hours of employment, death, disability of a spouse, divorce, legal separation, activation to full time military status, etc., re-enrollment is permitted to the extent allowed by the State Health Benefits Plan and on the terms and cost set by the carrier.

26:2-4.2 Coverage shall commence upon the enrollment/period, any employees that had previously opted out shall have the opportunity to opt into the District's insurance programs subject to approval from the State Health Benefit Plan.

26:2-4.3 During the open enrollment period, any employees that had previously opted out shall have the opportunity to opt into the District's insurance programs subject to approval from the State Health Benefits Plan.

26:2-4.4 The employee shall receive a prorated payment if the employee for whatever reason participates and reenrolls in the District provided health insurance plan.

## **26:3 DENTAL COVERAGE**

### **26:3-1 Provisions of Coverage**

The district shall provide full family coverage as follows. The following coverage is based upon the usual customary and reasonable fee concept.

#### **26:3-1.1 Co-payment**

- Preventive and diagnostic – 80/100 (Incentive)
- Remaining basic services – 60/100 (Incentive)
- Crowns, inlays and gold restorations – 50/50
- Prosthodontic benefits – 50/50

### **26:3-1.2 Deductible**

- \$25.00 per patient per contract year
- \$75.00 family maximum aggregate

Effective July 1, 1989, the above deductibles shall not be applied to reimbursements for preventive and diagnostic services.

26:3-1.3 Maximum – The per patient maximum in any calendar year for such coverages shall be \$2000 effective July 1, 2002 and thereafter.

26:3-1.4 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 26:2-1.3 above. Effective July 1, 2007, orthodontics coverage will be increased to \$2,000. The co-pay for Flagship dental shall be decreased from \$1,000 to \$800 effective July 1, 2007 (see 2004-2008 Memo of Agreement, pg.1).

26:3-2 Exclusions – dependent children are not covered for prosthodontic benefits or for crowns, inlays and gold restorations.

26:3-3 Continuations – the comprehensive plan in effect on September 1, 1985 shall continue for the duration of this agreement.

## **26:4 PRESCRIPTION COVERAGE**

### **26:4-1 Provisions of Coverage**

The District shall provide a full family coverage prescription plan without charge to the employee but with a co-payment charge of \$5.00 for generic drug prescriptions and \$7.00 for brand name drug prescriptions. The District shall continue to provide without charge to the employee, the Maintenance Drug program outlined in 26:3-3 with a co-payment charge of \$3.00.

### **26:4-2 Continuation of Plan**

The prescription plan shall be the same as is presently enjoyed.

### **26:4-3 Maintenance Drug Program**

In addition, the maintenance drug program in effect on September 1, 1985 shall continue for the duration of this agreement.

### **26:4-4 Duplicate Coverage Exclusion**

26:4-4.1 The parties recognize that under the provision of this Section duplication of coverage for married employees in the District exists. As a result of the dependent coverage provided herein such duplication of coverage is unnecessary. Therefore, as long as dependent coverage for prescriptions continues, the Association will agree to eliminate the duplication of prescription coverage for married employees in the District. It is understood, however, that this will in no way eliminate coverage for either spouse.

26:4-4.2 It is further agreed that in the case of married employees, the District will provide, at no extra charge to the parties, prescription cards for each spouse. The parties agree that guidelines for the provision of prescription cards under this Section of the Agreement shall be mutually developed by the parties.

26:4-4.3 In the event of the death of the spouse who is considered as the primary insured employee, or other circumstances which would cause a termination of coverage, the District shall provide for uninterrupted coverage for the other employee and dependents.

### **26:5 OPTICAL COVERAGE**

The District agrees to provide, at no cost to the employee, optical coverage as detailed in Vision Service Plan B-\$10/\$25 deductible coverage. Effective July 1, 2007, Vision Services Plan B shall be extended to include family and dependant coverage at no cost to the employee (see 2004-2008 memo of agreement, pg.1).

## **ARTICLE 27**

### **DEDUCTION FROM SALARY**

#### **27:1 ASSOCIATION PAYROLL DUES DEDUCTION**

##### **27:1-1 Authorization**

The District agrees to deduct from the salaries of its employees, dues for the Paterson Education Association, the Passaic County Education Association, the New Jersey Education Association and the National Education Association, as said employees individually and voluntarily authorize the District to deduct. Such deductions shall be made in compliance with Chapter 233, Public Laws of 1969 and under rules established by the State Department of Education. Said monies together with the records of any corrections shall be transmitted to the treasurer of the Paterson Education Association by the 15th of each month following the monthly pay period in which deductions were made. The Association treasurer shall disburse such monies to the appropriate association or associations.

##### **27:1-2 Certification of Information**

Each of the associations named above shall certify to the District in writing, names of members and the current rate of its membership dues. Any association which shall change the rate of its membership dues shall give the District written notice prior to the effective date of such change. By mutual agreement this section may be amended.

#### **27:2 LOCAL, STATE, AND NATIONAL SERVICES**

The District agrees to deduct from employees' salaries money for local, state and/or national association services and programs as said employees individually and voluntarily authorize the District to deduct and to transmit the monies promptly to such association or associations.

### **27:3 TAX SHELTER ANNUITY PROGRAM**

The 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 Association. However, 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 Association. District rejection of proposed additional carriers shall not be subject to the grievance procedure.

### **27:4 CREDIT UNION DEDUCTIONS**

The District agrees to transmit deductions from employees' salaries to tax shelter annuity and credit union accounts within five (5) working days following the date the deductions from the employees' salaries are made wherever possible.

### **27:5 TRANSMITTAL OF DEDUCTIONS**

The District agrees to transmit deductions from employees' salaries to tax shelter annuity and credit union accounts within five (5) working days following the date the deductions from the employees' salaries are made wherever possible.

### **27:6 REPRESENTATION FEE**

27:6-1 If a bargaining unit member does not become a member of the Association effective September 1 of each year, or during the course of the year if s/he 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.

27:6-2 Prior to January 1, of each year, the Association shall submit to the District Secretary a list of employees who have not become members. The District will commence deducting the full amount of the yearly representation fee in equal installments beginning with the first paycheck in February, and transmit it to the Association.

27:6-3 If the representation fee is increased by law, it will automatically be increased at the beginning of the next Association membership year.

27:6-4 Prior to September 1, the Treasurer of the Association shall submit to the District Secretary 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.

27:6-5 If an employee terminates his/her employment or is terminated by the District, it is agreed the total remaining portion of the representation fee shall be deducted from the employee's final paycheck.

27:6-6 As near as possible, the process of collecting and distributing the representation fee shall follow the normal dues deduction process.

27:6-7 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.

27:6-8 The District agrees to advise each new applicant of his/her right to join the Association or to have a representation fee deducted from his/her check during the first thirty (30) days of employment.

27:6-9 The Association agrees to establish and maintain a demand and return system as required by N.J.S.A. 34:13A-5.6.

**27:6-10** The Association agrees to indemnify and hold the employer harmless against any liability course of action or claims of loss whatsoever arising as a result of said deductions.

## **ARTICLE 28**

### **MISCELLANEOUS PROVISIONS**

#### **28:1 NON-DISCRIMINATION**

The District and the Association agree that there shall be no discrimination, and that all practices, procedures, and policies of the school system shall clearly exemplify that there is no discrimination in the hiring, training, assignment, promotion, transfer, or discipline of

employees or in the application or administration of this Agreement on the basis of race, creed, color, religion, national origin, sex, domicile, or marital status.

## **28:2 DISTRICT POLICY**

This Agreement constitutes District policy for the term of said Agreement, and the District shall carry out the commitments contained herein and give them full force and effect as District policy.

## **28:3 SAVINGS CLAUSE**

Except as this Agreement shall otherwise provide, all terms and conditions of employment applicable on the effective date of this Agreement to employees covered by this Agreement as established by the rules, regulations and/or policies of the District in force on said date shall continue to be so applicable during the term of this Agreement. Unless otherwise provided in this Agreement, nothing contained herein shall be interpreted and/or applied so as to eliminate, reduce, nor otherwise detract from any employee benefit existing prior to its effective date.

## **28:4 SEPARABILITY**

If any provision of this Agreement or any application of this Agreement to any employee or group of employees is held to be contrary to law, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

## **28:5 COMPLIANCE BETWEEN INDIVIDUAL CONTRACT AND MASTER AGREEMENT**

Any individual contract between the District and an individual employee, heretofore or hereafter executed, shall be subject to and consistent with the terms and conditions of this Agreement. If an individual contract contains any language inconsistent with the Agreement, this Agreement, during its duration shall be controlling.

## **28:6 PRINTING AGREEMENT**

Five thousand two hundred and fifty (5,250) copies of this Agreement shall be printed at the joint expense of the District and Association, after agreement with the Association on format, within thirty (30) days after the Agreement is signed. The Agreement shall be presented to all employees now employed and hereafter employed.

## **28:7 NOTICE**

Whenever any notice is required to be given by either of the parties to this Agreement to the other, pursuant to the provision(s) of this Agreement, either party shall do so by telegram or registered letter at the following addresses:

1.If by the Association, to the Paterson School District at:

Paterson Public Schools  
90 Delaware Avenue  
Paterson, NJ 07503

2.If by the District, to the Association at:

Paterson Education Association at:  
445 Straight Street  
Paterson, NJ 07501

or summer address of the President of the Association.

## **28:8 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 employees for 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 29 WORKING CONDITIONS**

### **29:1 INTERRUPTIONS OF INSTRUCTION**

The District agrees that there shall be no unnecessary interruptions of instruction.

### **29:2 WORKSTATION FACILITIES**

The District agrees to make every reasonable effort to comply with the following as soon as possible:

1. Proper furniture in every workstation.
2. Adequate lighting in every workstation.
3. Effective repair and maintenance of school buildings.

### **29:3 COMMITTEE**

#### **29:3-1 PURPOSE**

Effective July 1, 2005, the parties shall establish a Joint Worksite Safety and Health Committee whose purpose shall be to advise and assist the Superintendent on matters concerning the maintenance of proper standards of worksite health, safety and security. In addition to worksite health and safety, this committee shall pay particular attention to issues arising from school construction, remodeling and modernization. The Committee shall make recommendations to the Superintendent regarding such issues.

#### **29:3-2 COMMITTEE MEMBERSHIP**

The committee shall consist of three (3) individuals appointed by the Association President and three (3) individuals appointed by the Superintendent, as he shall deem necessary. The Chairperson shall be selected by the committee members and shall rotate between the groups on a yearly basis, effective July 1 of each year.

### **29:3-3 MEETINGS**

29:3-3.1 The Committee shall convene during working hours not less than five (5) times during the regular school year, as scheduled by the committee. Additional meetings may be called by mutual consent of the parties. However, not more than one (1) time per year, each side may call one (1) additional meeting, and the other side shall attend such meeting, even if there was not mutual agreement for this one (1) meeting. An agenda of issues to be discussed shall be distributed to the committee members in advance of the meeting.

29:3-3.2 The Superintendent of the District and the President of the Association (or their designees) shall be ex-officio members of the committee. The District shall provide release time from work for committee members to attend the meetings referred to above. The Committee, by majority vote, may request additional release time for Committee members for the purpose of investigating issues within the purview of the Committee. The final decision regarding additional release time shall be at the sole discretion of the Superintendent.

29:3-3.3 In addition to issues identified by the Committee, the District agrees to provide requested information, when available, related to the health, safety and security of Association members including, but not limited to: accident and injury statistics, reports on workplace accidents, environmental test results, reports and citations from PEOSHA or other government agencies, and medical information on individual members who have authorized such release to the Association. The District will not be required to release information which is determined by the Superintendent to be confidential or a violation of any law.

29:3-3.4 The President of the Association may, at any time, consult with the Superintendent on these topics; the existence of this committee shall not preclude such meetings.

### **29:3-4 TRAINING**

It shall be the right of the Committee to make recommendations to the Superintendent regarding training for the Committee members that they find is necessary to perform its duties. In addition, the Committee may make recommendations for training for presentation to other staff members, including required OSHA/PEOSH training,

said approved or mandated training to be paid for by the District and held during the employees' regularly scheduled work hours. The final decision as to whether to provide such training shall reside solely with the Superintendent.

### **29:3-5 BUILDING RENOVATIONS/ CONSTRUCTION**

The District shall provide a bulletin board in those buildings or locations where construction or renovations are taking place to permit contractors to place notices regarding the schedule for building renovations. The District retains all of its inherent managerial rights and decision-making authority regarding school construction, remodeling and modernization issues. Like Article 3:3-4.8, such issues are not subject to the grievance and arbitration procedure. Nothing in this language shall waive the Association's right to grieve and arbitrate with respect to unsafe or hazardous conditions under Article 25:1 of this Agreement.

### **29:4 OVERALL APPROACH**

#### **29:4-1 Plant and Equipment Repair**

The parties agree that certain minimal levels of quality are essential in the physical plant and equipment at every school. Therefore, all instances of substandard physical plant (leaking roof, inadequate heating, ventilation, lighting, etc.) will be corrected at every school.

#### **29:4-2 Maintenance Progress Reports**

The District agrees to provide the P.E.A. with a maintenance update by September 1, 1992. A progress report will be provided to the P.E.A. on a regular basis. It will be necessary to distinguish between immediate repairs and capital projects; the parties agree that priority will be given to correcting conditions that cause the greatest barriers to student achievements.

## **ARTICLE 30 DURATION OF AGREEMENT**

### **30:1 DURATION**

This Agreement shall be effective as of July 1, 2014, and shall continue in effect through June 30, 2017. Its provisions shall then be in effect except as hereinafter provided, subject to any amendments hereto made in writing and agreed to by both parties or subject to a successor Agreement negotiated and agreed upon by the parties.

### **30:2 STATUS OF INCORPORATION**

In witness whereof the parties hereto have caused this Agreement to be signed by their respective secretaries, all on the day and year above written.

## **APPENDIX A: SITE BASED MANAGEMENT/SHARED DECISION MAKING PROCESS FOR SCHOOLS TO SUBMIT PROGRAM PROPOSALS**

Proposals for programs that do not require actions involving either staffing, additional funding, curriculum, or District policy can be implemented by the school staff without review by the joint committee overseeing site-based management/shared decision-making in the District provided such proposals are in compliance with the terms of this Agreement. Such proposals should, however, be forwarded to the committee for the informational purposes. Proposals for programs that do involve one or more of those elements must be approved by the committee before implementation.

Proposals submitted by individual schools to the joint committee should be developed according to the following points.

1. Each school identifies one or more aspect of the education process which it wishes to influence. The program to be pro-

posed should be designed to improve performance outcomes for students. Volunteers from among the school staff will be integrally involved in planning the project; no staff member represented by the Association shall be required to participate.

2. When presented to the committee for approval, proposals must indicate that the school was actively involved in planning them and that they have been approved through some formal process by a majority of the affected staff at the school.
3. Proposals are subject to contractual obligations and District policy, unless those obligations or policies are waived by the P.E.A. and the District.
4. Each proposal submitted must include:
  - a) An estimate of resources necessary to achieve the improvements in student outcomes defined as indicators of “success” and how these outcomes can fairly be measured.
  - b) A budget of the resources that must be added to bring the school to the necessary resource level.
  - c) A plan for acquiring the required resources, developed with assistance from the District Administration if appropriate. Possible ways to acquire resources might include:
    - 1) Purchase or lease with funds from the District
    - 2) Contributions from major suppliers
    - 3) Contributions from the business community
    - 4) Contributions from the general community
    - 5) District provided funds (materials, equipment, training, workshops, pay etc.)
  - d) A plan for how the total resources of the pilot school(s) and relevant communities will be applied to produce the outcomes defined earlier.
  - e) Suggested criteria by which the success of the program might be evaluated.
  - f) A timeline for implementation, with checkpoints for evaluation.

**APPENDIX B:  
JOINT ‘DEMONSTRATION SITE  
BASED MANAGEMENT/SHARED  
DECISION MAKING PROJECT’ AS AN  
ILLUSTRATIVE EXAMPLE TO GUIDE  
INDIVIDUAL SCHOOLS**

Different perceptions and preconceptions exist about what our schools can accomplish. It is appropriate to establish what is possible if we cooperatively ‘make our schools real schools, the way we all want them to be.’ In order to show what the District can accomplish, the parties agree to conduct a ‘demonstrative project’ as an example of the sort of initiatives they hope to encourage the individual schools in the District to propose for themselves.

Acting jointly, the parties will create the pilot project(s) designed and conducted so as to increase student achievement. This project is intended as a demonstration of the kinds of excellence the District can achieve, and it may be distinct from other initiatives. The project will be planned by joint teams at the District (see ‘Site-Based Management/Shared Decision-Making’ section) and site levels beginning the 1991-92 school year, and may be implemented during the subsequent school year. Phases of the project can include:

**1. Defining ‘good’.**

Working within overall student outcome measurement targets applicable to the entire District, the administration and staff involved in the pilot project will, at the site level:

- a. Ascertain current levels of student achievement in each subject area or other major category of achievement that may be affected by such a project.
- b. Decide what amount of improvement will be necessary to indicate a “successful” program.
- c. Where appropriate, assess the current levels of community involvement in the pilot-project school sites and ways that each pilot school might increase beneficial community involvement.

**2. Defining approach.**

Administrators and staff involved in the pilot project will:

- a. Decide that resources are necessary to achieve the outcomes defined as indicators of “success,” and how these outcomes can fairly be measured.
  - b. Determine what resources must be added to bring the pilot school(s) to the necessary resource level.
  - c. With assistance from the District Administration, find sources for the required resources.
  - d. Plan how the total resources of the pilot school(s) and the relevant communities will be applied to produce the outcomes defined earlier.
- 3. Implement the plans.**
- 4. Measure the results,** with assistance from District Administration and outside agencies. (This phase should overlap implementing the plans as well as following completion of implementation.)
- 5. Specific ideas to be included.**

Efforts to improve student outcomes can most productively be channeled into five major areas, which overlap in various ways. Specific ideas to be included in this pilot project include, by major area:

**a. Increasing student achievement resulting from contact between students and teachers.**

If the site team, in conjunction with P.E.A., determines the need, extend the school day at the pilot school(s) by a period of time established at the site. Initially, staff who participate in the additional time will volunteer to do so; it is assumed that benefits will be clear enough to attract others. Compensation of staff participating will be prorated based upon the salary guide.

A criterion for good planning and execution will be the extent to which the instructional plans for the pilot school(s) achieve “multiple use” of student-teacher contact time. For example, reading and writing skills could be applied and reinforced in science classes.

The balance of effort between students and teachers will be constantly monitored and adjusted to ensure an appropriate distribution of investment in and benefits from the project.

**b. Changing, improving, and expanding curricular offerings.**

Curriculum content affected by the pilot project(s) and determined at the District level to be mandatory will be included by the administrators and staff of the pilot schools in contextual programs as they see fit. Site staff will be given the freedom to initiate additional curricular offerings deemed necessary to provide a more complete educational experience for student.

**c. Motivating students.**

Recognition programs at the District level will be designed and administered so as to provide regular reinforcement of students participating successfully in the pilot project. These programs will be coordinated with the pilot schools' administrators and staff so as to achieve maximum motivational value. Where needs for additional funds are identified to reinforce student motivation, site teams can qualify for support funds from the District.

**d. Enhancing teacher capability**

Start capital and other resource improvements immediately. This will help to identify skills needed by teachers to work effectively in the new environment in real time and thereby enable the pilot project to design and conduct needed staff development programs most productively. A vital need is for close, mutually supportive working relationships between management and staff. Administrators will be charged with maintaining open communication channels with both administration and staff to ensure early identification of unproductive tensions and timely coaching to resolve them. An important component of effective communication channels will be times explicitly set aside for staff meetings, class preparation, team coordination, etc., as defined by contract and by site-level innovation with P.E.A. approval. Management and staff at each pilot school will be equipped with support systems necessary to ensure immediate access to all aspects of student records.

Because support and involvement from families of students and from the school community in general are important aids to the quality of the total educational experience,



regular reports about the concepts and progress of the pilot project will be published throughout the community at the District expense. It is expected that these reports will, over time, increase community interest in helping in the education process. Each pilot school, and the District as a whole, will actively recruit and integrate community members into the pilot project in specifically designed roles.

- e. **Providing a pleasing, safe and modern environment for learning.**

## **APPENDIX C: TUITION REIMBURSEMENT GUIDELINES**

### **A. PROFESSIONAL STAFF**

Guidelines for tuition reimbursement as established in Article 22:4-6 of this Agreement effective September 1, 1995, shall be as follows:

#### **1. Application Procedure**

- a) Any member of the teaching staff may make an application in writing to the State District Superintendent of Schools or designee for approval of a course or courses to be taken during any school semester including summer sessions.
- b) Such written request shall be submitted before the beginning of the course through five (5) week days following the first meeting of the course.
- c) The Office of the State District Superintendent or designee shall acknowledge, in writing, receipt of the application.
- d) The Office of the State District Superintendent or designee shall not deny any application which complies with the requirements of application as set forth in Article 22 of this Agreement and as indicated below. Courses will be approved if taken in:
  - the teacher's area of certification
  - an area leading to an additional certification,
  - an educational degree program,
  - for Instructional Assistants, areas relevant to their job description or assignment,

- any other course approved by the State District Superintendent or designee.
- e) Should the State District Superintendent or designee deny an application for course approval, said denial shall be in writing, sent to the applicant by both regular and intra-school mail, and shall state the reason(s) for denial. Said denial shall be sent not later than ten (10) working days from receipt of the application by the Office of the State District Superintendent.

## **2. Application Form**

- a) The Request for Course Approval application form shall be carbonized, triplicate form provided by the District, one copy of which shall be returned to the applicant. Said application form shall be made available by the District in each school or worksite where staff members are eligible for such reimbursement, and in the office of the State District Superintendent of Schools or designee.
- b) The application for approval shall include only the following information:
  - Date of application
  - Name, home address and home telephone number of the applicant
  - School/worksite of applicant
  - Title and assignment of applicant
  - Course number and title
  - Semester in which course is to be taken
  - College or university at which course will be taken
  - Number of credits of course
  - Course description
  - Indication of graduate or undergraduate level

## **3. Reimbursement Procedure**

- a) Under the provisions of the tuition reimbursement procedure, eligible staff members are required to pay for courses taken upon registration for the course(s). Eligible staff members will be reimbursed for tuition costs upon successful completion of the course (s) in accordance with guidelines adopted herein.
- b) Reimbursement for said course(s) shall be in the manner set forth in Article 22 of this Agreement and below.

- 1) In order for an applicant to receive reimbursement, the applicant shall submit to the State District Superintendent of Schools or designee copies of the following:
  - a copy of the Request for Course Approval application
  - a District tuition reimbursement voucher (which shall be made available by the District in each school or worksite where staff members are eligible for such reimbursement, and in the office of the State District Superintendent of Schools or designee.)
  - a college statement of costs (bill)
  - itemized receipted, cash voucher, or original canceled check (front and back)
  - official proof of successful completion of the course(s) for which reimbursement is sought in the form of:
    - + a college/university grade report, or,
    - + an official school transcript

All documents substantiating claims for tuition reimbursement shall be submitted to the State District Superintendent of Schools or designee as one package after completion of the course(s).

- 2) In those cases where copies of materials forwarded for review for payment are illegible, the District may request the staff member to make an appointment with the designee of the State District Superintendent to present related original documents such as transcripts, grade reports or payment receipts to complete the verification process prior to payment.
- 3) Reimbursement shall be made within sixty (60) days of receipt of the above mentioned package of materials. Reimbursement for courses taken in the summer shall be provided in September provided the staff member returns to the District as an appointed employee.
- 4) As payment for said courses is a reimbursement of expenses rather than additional earned income, payments to eligible staff members under the provisions of this agreement shall be made by a check separate from any salary or payroll check. If required by law, however, the total sum of reimbursement will be reflected in the employee's W2 form for the appropriate earnings year. Payments will be made in conformity with existing Internal Revenue Service regulations.

#### **4. Association Notification**

The Association shall receive, within a reasonable period of time from the date of submission, copies of all applications for course approval tuition reimbursement and the disposition of same from the Office of the State District Superintendent of Schools or designee.

**B. Instructional Assistants (I-V) and Secretarial Staff**

1. Instructional Assistants (I-V) and secretarial staff members shall complete the same Application for Course Approval as utilized by teaching staff members.
2. Application and reimbursement for such tuition expenses shall follow the same guidelines as those established herein for teaching staff members.

**PART II  
SCHEDULE A  
SALARY GUIDE  
TABLE OF CONTENTS**

	Page
Part 1 – Attendance Officers (to be negotiated upon return of the position)	
Part 2 – Dental Assistants . . . . .	.149
Part 3 – Instructional Assistant	
I (0-29 credits). . . . .	.150
II (30-59 credits). . . . .	.151
III (60-89 credits) . . . . .	.152
IV (90-120 credits) . . . . .	.153
V (Degree Holders) . . . . .	.154
Part 4 – School/Community Program Coordinator (SCPC)	
10 Month Employee. . . . .	.155
12 Month Employee. . . . .	.156
Part 5 – Secretaries	
Administrative Secretary . . . . .	.157
Data Entry Operators . . . . .	.158
Executive Secretary/Employee Benefit Specialist . . .	.159
High School Registrar. . . . .	.160
School Secretary. . . . .	.161
Specialist . . . . .	.162
Senior Specialist. . . . .	.163
Part 6 – Security Officer . . . . .	.164
Part 7 – Teacher Coordinator	
BA . . . . .	.165
BA+30 . . . . .	.166
MA . . . . .	.167
MA+30 . . . . .	.168

**PART II**  
**SCHEDULE A**  
**SALARY GUIDE**  
**TABLE OF CONTENTS (cont.)**

Part 8 – Certificated Staff – Traditional Salary Guide . . . . .	.169
Part 9 – Certificated Staff – Single Salary Guide . . . . .	.170
Part 10 – Salary Adjustments . . . . .	.171
Schedule B - In Service Credit. . . . .	.172
Schedule C	
Part 1 – Club and Advisor Compensation . . . . .	.173
Part 2 – Athletic Salary Guides . . . . .	.174
Part 3 – Athletic Guidelines . . . . .	.175
Part 4 – Van Driver’s Compensation . . . . .	.175

**SCHEDULE A-PART 2 SALARY GUIDES NON-CERTIFICATED  
DENTAL ASSISTANTS\*\* 2014-2017**

\*\*Certificated Dental Assistants will be paid an additional 10% of the base salary above Non-Certificated Dental Assistants on the appropriate step for each certified individual.

Longevity:

- \$700 after 10 years in district
- plus \$550 after 15 years in district
- plus \$800 after 20 years in district
- plus \$500 after 24 years in district (effective 2014-2015)
- plus \$500 after 25 years in district (effective 2015-2016)
- plus \$500 after 26 years in district (effective 2016-2017)

Step	Salary 16-17
1	\$ 23,587.00
2	\$ 24,087.00
3	\$ 24,587.00
4	\$ 26,026.00
5	\$ 27,465.00
6	\$ 28,905.00
7	\$ 30,344.00
8	\$ 31,783.00
9	\$ 33,222.00
10	\$ 34,662.00
11	\$ 36,101.00
12	\$ 37,540.00
13	\$ 38,979.00
14	\$ 42,041.00
14	\$ 42,041.00
14	\$ 42,041.00
14	\$ 42,041.00

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Step	Salary 15-16
1	\$ 23,587.00
2	\$ 24,087.00
3	\$ 24,587.00
4	\$ 26,026.00
5	\$ 27,465.00
6	\$ 28,905.00
7	\$ 30,344.00
8	\$ 31,783.00
9	\$ 33,222.00
10	\$ 34,662.00
11	\$ 36,101.00
12	\$ 37,540.00
13	\$ 38,979.00
14	\$ 42,041.00
14	\$ 42,041.00
14	\$ 42,041.00

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Step	Salary 14-15
1	\$ 23,587.00
2	\$ 24,087.00
3	\$ 24,587.00
4	\$ 26,026.00
5	\$ 27,465.00
6	\$ 28,905.00
7	\$ 30,344.00
8	\$ 31,783.00
9	\$ 33,222.00
10	\$ 34,662.00
11	\$ 36,101.00
12	\$ 37,540.00
13	\$ 38,979.00
14	\$ 42,041.00
14	\$ 42,041.00

**SCHEDULE A-PART 3 SALARY GUIDES INSTRUCTIONAL  
ASSISTANTS I (0-29 CREDITS) 2014-2017**

Longevity:

\$1000 after 10 years in district

plus \$750 after 15 years in district

plus \$800 after 20 years in district

plus \$400 after 22 years in district

plus \$500 after 24 years in district  
(effective 2014-2015)

plus \$500 after 25 years in district  
(effective 2015-2016)

plus \$500 after 26 years in district  
(effective 2016-2017)

Step	Salary 16-17
1	\$ 23,301.00
2	\$ 23,602.00
3	\$ 23,904.00
4	\$ 24,205.00
5	\$ 24,506.00
6	\$ 25,172.00
7	\$ 26,042.00
8	\$ 26,914.00
9	\$ 27,784.00
10	\$ 34,722.00
11	\$ 35,845.00
12	\$ 36,676.00
13	\$ 38,628.00
14	\$ 40,671.00
14	\$ 40,671.00
14	\$ 40,671.00
14	\$ 40,671.00

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Step	Salary 15-16
1	\$ 23,301.00
2	\$ 23,602.00
3	\$ 23,904.00
4	\$ 24,205.00
5	\$ 24,506.00
6	\$ 25,172.00
7	\$ 26,042.00
8	\$ 26,914.00
9	\$ 27,784.00
10	\$ 34,722.00
11	\$ 35,845.00
12	\$ 36,676.00
13	\$ 38,628.00
14	\$ 40,671.00
14	\$ 40,671.00
14	\$ 40,671.00

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Step	Salary 14-15
1	\$ 23,301.00
2	\$ 23,602.00
3	\$ 23,904.00
4	\$ 24,205.00
5	\$ 24,506.00
6	\$ 25,172.00
7	\$ 26,042.00
8	\$ 26,914.00
9	\$ 27,784.00
10	\$ 34,722.00
11	\$ 35,845.00
12	\$ 36,676.00
13	\$ 38,628.00
14	\$ 40,671.00
14	\$ 40,671.00





**SCHEDULE A-PART 3 SALARY GUIDES INSTRUCTIONAL ASSISTANTS III (60-89 CREDITS) 2014-2017**

Step	Salary 14-15	Step	Salary 15-16	Step	Salary 16-17
1	\$ 27,220.00	1	\$ 27,220.00	1	\$ 27,220.00
2	\$ 27,521.00	2	\$ 27,521.00	2	\$ 27,521.00
3	\$ 27,822.00	3	\$ 27,822.00	3	\$ 27,822.00
4	\$ 28,123.00	4	\$ 28,123.00	4	\$ 28,123.00
5	\$ 28,424.00	5	\$ 28,424.00	5	\$ 28,424.00
6	\$ 28,424.00	6	\$ 29,091.00	6	\$ 29,091.00
7	\$ 29,091.00	7	\$ 29,961.00	7	\$ 29,961.00
8	\$ 29,961.00	8	\$ 30,834.00	8	\$ 30,834.00
9	\$ 30,834.00	9	\$ 31,703.00	9	\$ 31,703.00
10	\$ 31,703.00	10	\$ 38,641.00	10	\$ 38,641.00
11	\$ 38,641.00	11	\$ 39,891.00	11	\$ 39,891.00
12	\$ 39,891.00	12	\$ 40,844.00	12	\$ 40,844.00
13	\$ 40,844.00	13	\$ 43,116.00	13	\$ 43,116.00
14	\$ 43,116.00	14	\$ 45,182.00	14	\$ 45,182.00
14	\$ 45,182.00	14	\$ 45,182.00	14	\$ 45,182.00
14	\$ 45,182.00	14	\$ 45,182.00	14	\$ 45,182.00

Longevity:  
 \$1000 after 10 years in district  
 plus \$750 after 15 years in district  
 plus \$800 after 20 years in district  
 plus \$400 after 22 years in district  
 plus \$500 after 24 years in district (effective 2014-2015)  
 plus \$500 after 25 years in district (effective 2015-2016)  
 plus \$500 after 26 years in district (effective 2016-2017)

**SCHEDULE A-PART 3 SALARY GUIDES INSTRUCTIONAL  
ASSISTANTS IV (90-120 CREDITS) 2014-2017**

Step	Salary 14-15	Step	Salary 15-16	Step	Salary 16-17
1	\$ 29,397.00	1	\$ 29,397.00	1	\$ 29,397.00
2	\$ 29,698.00	2	\$ 29,698.00	2	\$ 29,698.00
3	\$ 29,999.00	3	\$ 29,999.00	3	\$ 29,999.00
4	\$ 30,300.00	4	\$ 30,300.00	4	\$ 30,300.00
5	\$ 30,601.00	5	\$ 30,601.00	5	\$ 30,601.00
6	\$ 31,267.00	6	\$ 31,267.00	6	\$ 31,267.00
7	\$ 32,137.00	7	\$ 32,137.00	7	\$ 32,137.00
8	\$ 33,010.00	8	\$ 33,010.00	8	\$ 33,010.00
9	\$ 33,879.00	9	\$ 33,879.00	9	\$ 33,879.00
10	\$ 40,818.00	10	\$ 40,818.00	10	\$ 40,818.00
11	\$ 42,139.00	11	\$ 42,139.00	11	\$ 42,139.00
12	\$ 43,159.00	12	\$ 43,159.00	12	\$ 43,159.00
13	\$ 45,608.00	13	\$ 45,608.00	13	\$ 45,608.00
14	\$ 47,794.00	14	\$ 47,794.00	14	\$ 47,794.00
14	\$ 47,794.00	14	\$ 47,794.00	14	\$ 47,794.00
14	\$ 47,794.00	14	\$ 47,794.00	14	\$ 47,794.00

Longevity:

- \$1000 after 10 years in district
- plus \$750 after 15 years in district
- plus \$800 after 20 years in district
- plus \$400 after 22 years in district
- plus \$500 after 24 years in district (effective 2014-2015)
- plus \$500 after 25 years in district (effective 2015-2016)
- plus \$500 after 26 years in district (effective 2016-2017)

**SCHEDULE A-PART 3 SALARY GUIDES INSTRUCTIONAL ASSISTANTS V – DEGREE HOLDERS 2014-2017**

Longevity:  
 \$1000 after 10 years in district  
 plus \$750 after 15 years in district  
 plus \$800 after 20 years in district  
 plus \$400 after 22 years in district  
 plus \$500 after 24 years in district (effective 2014-2015)  
 plus \$500 after 25 years in district (effective 2015-2016)  
 plus \$500 after 26 years in district (effective 2016-2017)

Step	Salary 16-17
1	\$ 30,008.00
2	\$ 30,309.00
3	\$ 30,610.00
4	\$ 30,911.00
5	\$ 31,212.00
6	\$ 31,878.00
7	\$ 32,748.00
8	\$ 33,621.00
9	\$ 34,490.00
10	\$ 41,429.00
11	\$ 42,749.00
12	\$ 43,770.00
13	\$ 46,237.00
14	\$ 48,454.00
14	\$ 48,454.00
14	\$ 48,454.00
14	\$ 48,454.00

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Step	Salary 15-16
1	\$ 30,008.00
2	\$ 30,309.00
3	\$ 30,610.00
4	\$ 30,911.00
5	\$ 31,212.00
6	\$ 31,878.00
7	\$ 32,748.00
8	\$ 33,621.00
9	\$ 34,490.00
10	\$ 41,429.00
11	\$ 42,749.00
12	\$ 43,770.00
13	\$ 46,237.00
14	\$ 48,454.00
14	\$ 48,454.00
14	\$ 48,454.00

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Step	Salary 14-15
1	\$ 30,008.00
2	\$ 30,309.00
3	\$ 30,610.00
4	\$ 30,911.00
5	\$ 31,212.00
6	\$ 31,878.00
7	\$ 32,748.00
8	\$ 33,621.00
9	\$ 34,490.00
10	\$ 41,429.00
11	\$ 42,749.00
12	\$ 43,770.00
13	\$ 46,237.00
14	\$ 48,454.00
14	\$ 48,454.00

**SCHEDULE A-PART 4 SALARY GUIDES SCHOOL/  
COMMUNITY PROGRAM COORDINATORS  
(10 MONTH EMPLOYEES) 2014-2017**

Longevity:  
 \$700 after 10 years in district  
 plus \$550 after 15 years in district  
 plus \$700 after 20 years in district  
 plus \$500 after 24 years in district  
 (effective 2014-2015)  
 plus \$500 after 25 years in district  
 (effective 2015-2016)  
 plus \$500 after 26 years in district  
 (effective 2016-2017)

Step	Salary 16-17
1	\$31,229.00
2	\$31,712.00
3	\$32,193.00
4	\$33,455.00
5	\$34,573.00
6	\$35,755.00
7	\$36,939.00
8	\$38,126.00
9	\$39,305.00
10	\$40,492.00
11	\$41,671.00
12	\$42,856.00
13	\$44,042.00
14	\$45,222.00
15	\$51,862.00
16	\$62,937.00
16	\$62,937.00
16	\$62,937.00
16	\$62,937.00

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Step	Salary 15-16
1	\$31,229.00
2	\$31,712.00
3	\$32,193.00
4	\$33,455.00
5	\$34,573.00
6	\$35,755.00
7	\$36,939.00
8	\$38,126.00
9	\$39,305.00
10	\$40,492.00
11	\$41,671.00
12	\$42,856.00
13	\$44,042.00
14	\$45,222.00
15	\$51,862.00
16	\$62,937.00
16	\$62,937.00
16	\$62,937.00

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Step	Salary 14-15
1	\$31,229.00
2	\$31,712.00
3	\$32,193.00
4	\$33,455.00
5	\$34,573.00
6	\$35,755.00
7	\$36,939.00
8	\$38,126.00
9	\$39,305.00
10	\$40,492.00
11	\$41,671.00
12	\$42,856.00
13	\$44,042.00
14	\$45,222.00
15	\$51,862.00
16	\$62,937.00
16	\$62,937.00

**SCHEDULE A-PART 4 SALARY GUIDES SCHOOL/  
COMMUNITY PROGRAM COORDINATORS (12 MONTH  
EMPLOYEES) 2014-2017**

Longevity:  
 \$700 after 10 years in district  
 plus \$550 after 15 years in district  
 plus \$700 after 20 years in district  
 plus \$500 after 24 years in district  
 (effective 2014-2015)  
 plus \$500 after 25 years in district  
 (effective 2015-2016)  
 plus \$500 after 26 years in district  
 (effective 2016-2017)

Step	Salary 16-17
1	\$34,332.00
2	\$34,863.00
3	\$35,393.00
4	\$36,780.00
5	\$38,010.00
6	\$39,311.00
7	\$40,614.00
8	\$41,919.00
9	\$43,216.00
10	\$44,522.00
11	\$45,819.00
12	\$47,123.00
13	\$48,427.00
14	\$49,726.00
15	\$57,030.00
16	\$69,214.00
16	\$69,214.00
16	\$69,214.00
16	\$69,214.00

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Step	Salary 15-16
1	\$34,332.00
2	\$34,863.00
3	\$35,393.00
4	\$36,780.00
5	\$38,010.00
6	\$39,311.00
7	\$40,614.00
8	\$41,919.00
9	\$43,216.00
10	\$44,522.00
11	\$45,819.00
12	\$47,123.00
13	\$48,427.00
14	\$49,726.00
15	\$57,030.00
16	\$69,214.00
16	\$69,214.00
16	\$69,214.00

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Step	Salary 14 -15
1	\$34,332.00
2	\$34,863.00
3	\$35,393.00
4	\$36,780.00
5	\$38,010.00
6	\$39,311.00
7	\$40,614.00
8	\$41,919.00
9	\$43,216.00
10	\$44,522.00
11	\$45,819.00
12	\$47,123.00
13	\$48,427.00
14	\$49,726.00
15	\$57,030.00
16	\$69,214.00
16	\$69,214.00

**SCHEDULE A-PART 5 SALARY GUIDES ADMINISTRATIVE  
SECRETARY 2014-2017**

Step	Salary 14-15	Step	Salary 15-16	Step	Salary 16-17
5	\$27,849.00	5	\$27,649.00	5	\$27,849.00
6	\$27,970.00	6	\$27,770.00	6	\$27,970.00
7	\$28,271.00	7	\$28,071.00	7	\$28,271.00
8	\$28,517.00	8	\$28,317.00	8	\$28,517.00
9	\$29,450.00	9	\$29,450.00	9	\$29,450.00
10	\$30,383.00	10	\$30,383.00	10	\$30,383.00
11	\$31,315.00	11	\$31,315.00	11	\$31,315.00
12	\$32,248.00	12	\$32,248.00	12	\$32,248.00
13	\$32,996.00	13	\$32,996.00	13	\$32,996.00
14	\$42,644.00	14	\$42,644.00	14	\$42,644.00
15	\$49,086.00	15	\$49,086.00	15	\$49,086.00
15	\$49,086.00	15	\$49,086.00	15	\$49,086.00

Longevity:

\$700 after 10 years in district  
 plus \$750 after 15 years in district  
 plus \$800 after 20 years in district  
 plus \$400 after 22 years in district  
 plus \$500 after 24 years in district  
 (effective 2014-2015)  
 plus \$500 after 25 years in district  
 (effective 2015-2016)  
 plus \$500 after 26 years in district  
 (effective 2016-2017)

**SCHEDULE A-PART 5 SALARY GUIDES DATA ENTRY  
OPERATOR 2014-2017**

Longevity:  
 \$700 after 10 years in district  
 plus \$750 after 15 years in district  
 plus \$800 after 20 years in district  
 plus \$400 after 22 years in district  
 plus \$500 after 24 years in district  
 (effective 2014-2015)  
 plus \$500 after 25 years in district  
 (effective 2015-2016)  
 plus \$500 after 26 years in district  
 (effective 2016-2017)

Step	Salary 16-17
1	\$ 27,275.00
2	\$ 27,576.00
3	\$ 27,877.00
4	\$ 28,178.00
5	\$ 28,480.00
6	\$ 28,781.00
7	\$ 29,082.00
8	\$ 30,088.00
9	\$ 31,096.00
10	\$ 32,102.00
11	\$ 33,113.00
12	\$ 34,115.00
13	\$ 34,822.00
14	\$ 51,230.00
15	\$ 51,230.00
15	\$ 51,230.00
15	\$ 51,230.00

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Step	Salary 15-16
1	\$ 27,275.00
2	\$ 27,576.00
3	\$ 27,877.00
4	\$ 28,178.00
5	\$ 28,480.00
6	\$ 28,781.00
7	\$ 29,082.00
8	\$ 30,088.00
9	\$ 31,096.00
10	\$ 32,102.00
11	\$ 33,113.00
12	\$ 34,115.00
13	\$ 34,822.00
14	\$ 51,230.00
15	\$ 51,230.00
15	\$ 51,230.00
15	\$ 51,230.00

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Step	Salary 14-15
1	\$ 27,275.00
2	\$ 27,576.00
3	\$ 27,877.00
4	\$ 28,178.00
5	\$ 28,480.00
6	\$ 28,781.00
7	\$ 29,082.00
8	\$ 30,088.00
9	\$ 31,096.00
10	\$ 32,102.00
11	\$ 33,113.00
12	\$ 34,115.00
13	\$ 34,822.00
14	\$ 51,230.00
15	\$ 51,230.00
15	\$ 51,230.00



**SCHEDULE A – PART 5 SALARY GUIDES EXECUTIVE  
SECRETARY / EMPLOYEE BENEFITS SPECIALIST – 2014-2017**

Step	Salary 14-15
1	\$42,749.00
2	\$43,032.00
3	\$43,333.00
4	\$43,634.00
5	\$43,935.00
6	\$44,236.00
7	\$44,538.00
8	\$44,900.00
9	\$47,649.00
10	\$48,154.00
11	\$50,756.00
12	\$52,120.00
13	\$52,952.00
14	\$64,276.00
15	\$73,954.00
15	\$73,954.00

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Step	Salary 15-16
1	\$42,749.00
2	\$43,032.00
3	\$43,333.00
4	\$43,634.00
5	\$43,935.00
6	\$44,236.00
7	\$44,538.00
8	\$44,900.00
9	\$47,649.00
10	\$48,154.00
11	\$50,756.00
12	\$52,120.00
13	\$52,952.00
14	\$64,276.00
15	\$73,954.00
15	\$73,954.00

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Step	Salary 16-17
1	\$42,749.00
2	\$43,032.00
3	\$43,333.00
4	\$43,634.00
5	\$43,935.00
6	\$44,236.00
7	\$44,538.00
8	\$44,900.00
9	\$47,649.00
10	\$48,154.00
11	\$50,756.00
12	\$52,120.00
13	\$52,952.00
14	\$64,276.00
15	\$73,954.00
15	\$73,954.00
15	\$73,954.00
15	\$73,954.00

Longevity:  
 \$700 after 10 years in district  
 plus \$750 after 15 years in district  
 plus \$800 after 20 years in district  
 plus \$400 after 22 years in district  
 plus \$500 after 24 years in district  
 (effective 2014-2015)  
 plus \$500 after 25 years in district  
 (effective 2015-2016)  
 plus \$500 after 26 years in district  
 (effective 2016-2017)

**SCHEDULE A – PART 5 SALARY GUIDES HIGH SCHOOL  
REGISTRAR 2014-2017**

Longevity:  
 \$700 after 10 years in district  
 plus \$750 after 15 years in district  
 plus \$800 after 20 years in district  
 plus \$400 after 22 years in district  
 plus \$500 after 24 years in district  
 (effective 2014-2015)  
 plus \$500 after 25 years in district  
 (effective 2015-2016)  
 plus \$500 after 26 years in district  
 (effective 2016-2017)

Step	Salary 16-17
1	\$29,856.00
2	\$30,157.00
3	\$30,458.00
4	\$30,759.00
5	\$31,161.00
6	\$31,362.00
7	\$31,663.00
8	\$32,757.00
9	\$34,106.00
10	\$35,330.00
11	\$36,550.00
12	\$37,774.00
13	\$38,523.00
14	\$46,658.00
15	\$53,673.00
15	\$53,673.00
15	\$53,673.00
15	\$53,673.00

Step	Salary 15-16
1	\$29,856.00
2	\$30,157.00
3	\$30,458.00
4	\$30,759.00
5	\$31,161.00
6	\$31,362.00
7	\$31,663.00
8	\$32,757.00
9	\$34,106.00
10	\$35,330.00
11	\$36,550.00
12	\$37,774.00
13	\$38,523.00
14	\$46,658.00
15	\$53,673.00
15	\$53,673.00
15	\$53,673.00

Step	Salary 14-15
1	\$29,856.00
2	\$30,157.00
3	\$30,458.00
4	\$30,759.00
5	\$31,161.00
6	\$31,362.00
7	\$31,663.00
8	\$32,757.00
9	\$34,106.00
10	\$35,330.00
11	\$36,550.00
12	\$37,774.00
13	\$38,523.00
14	\$46,658.00
15	\$53,673.00
15	\$53,673.00

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**SCHEDULE A-PART 5 SALARY GUIDES SCHOOL  
SECRETARY 2014-2017**

Step	Salary 14-15
5	\$26,853.00
6	\$27,154.00
7	\$27,455.00
8	\$27,693.00
9	\$28,599.00
10	\$29,505.00
11	\$30,410.00
12	\$31,315.00
13	\$32,042.00
14	\$41,409.00
15	\$47,801.00
15	\$47,801.00

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Step	Salary 15-16
5	\$26,853.00
6	\$27,154.00
7	\$27,455.00
8	\$27,693.00
9	\$28,599.00
10	\$29,505.00
11	\$30,410.00
12	\$31,315.00
13	\$32,042.00
14	\$41,409.00
15	\$47,801.00
15	\$47,801.00
15	\$47,801.00

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Step	Salary 16-17
5	\$26,853.00
6	\$27,154.00
7	\$27,455.00
8	\$27,693.00
9	\$28,599.00
10	\$29,505.00
11	\$30,410.00
12	\$31,315.00
13	\$32,042.00
14	\$41,409.00
15	\$47,801.00
15	\$47,801.00
15	\$47,801.00
15	\$47,801.00

Longevity:  
 \$700 after 10 years in district  
 plus \$750 after 15 years in district  
 plus \$800 after 20 years in district  
 plus \$400 after 22 years in district  
 plus \$500 after 24 years in district  
 (effective 2014-2015)  
 plus \$500 after 25 years in district  
 (effective 2015-2016)  
 plus \$500 after 26 years in district  
 (effective 2016-2017)

**SCHEDULE A-PART 5 SALARY GUIDES SPECIALIST 2014-  
2017**

Longevity:  
 \$700 after 10 years in district  
 plus \$750 after 15 years in district  
 plus \$800 after 20 years in district  
 plus \$400 after 22 years in district  
 plus \$500 after 24 years in district  
 (effective 2014-2015)  
 plus \$500 after 25 years in district  
 (effective 2015-2016)  
 plus \$500 after 26 years in district  
 (effective 2016-2017)

Step	Salary 16-17
1	\$29,233.00
2	\$29,534.00
3	\$29,835.00
4	\$30,136.00
5	\$30,437.00
6	\$30,738.00
7	\$31,039.00
8	\$31,999.00
9	\$32,958.00
10	\$33,917.00
11	\$34,877.00
12	\$35,834.00
13	\$36,794.00
14	\$39,208.00
15	\$52,501.00
15	\$52,501.00
15	\$52,501.00
15	\$52,501.00

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Step	Salary 15-16
1	\$29,233.00
2	\$29,534.00
3	\$29,835.00
4	\$30,136.00
5	\$30,437.00
6	\$30,738.00
7	\$31,039.00
8	\$31,999.00
9	\$32,958.00
10	\$33,917.00
11	\$34,877.00
12	\$35,834.00
13	\$36,794.00
14	\$39,208.00
15	\$52,501.00
15	\$52,501.00
15	\$52,501.00

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Step	Salary 14-15
1	\$29,233.00
2	\$29,534.00
3	\$29,835.00
4	\$30,136.00
5	\$30,437.00
6	\$30,738.00
7	\$31,039.00
8	\$31,999.00
9	\$32,958.00
10	\$33,917.00
11	\$34,877.00
12	\$35,834.00
13	\$36,794.00
14	\$39,208.00
15	\$52,501.00
15	\$52,501.00



**SCHEDULE A-PART 6 SALARY GUIDES SECURITY  
OFFICER 2014-2017**

Longevity:

\$700 after 10 years in district

plus \$750 after 15 years in district

plus \$800 after 20 years in district

plus \$400 after 22 years in district

plus \$500 after 24 years in district  
(effective 2014-2015)

plus \$500 after 25 years in district  
(effective 2015-2016)

plus \$500 after 26 years in district  
(effective 2016-2017)

Step	Salary 16-17
1	\$33,131.00
2	\$33,432.00
3	\$33,733.00
4	\$34,034.00
5	\$34,335.00
6	\$34,636.00
7	\$34,937.00
8	\$35,238.00
9	\$36,038.00
10	\$39,800.00
11	\$44,295.00
12	\$50,687.00
13	\$50,687.00
14	\$50,687.00
15	\$50,687.00
15	\$50,687.00
15	\$50,687.00

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Step	Salary 15-16
1	\$33,131.00
2	\$33,432.00
3	\$33,733.00
4	\$34,034.00
5	\$34,335.00
6	\$34,636.00
7	\$34,937.00
8	\$35,238.00
9	\$36,038.00
10	\$39,800.00
11	\$44,295.00
12	\$50,687.00
13	\$50,687.00
14	\$50,687.00
15	\$50,687.00
15	\$50,687.00

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Step	Salary 14-15
1	\$33,131.00
2	\$33,432.00
3	\$33,733.00
4	\$34,034.00
5	\$34,335.00
6	\$34,636.00
7	\$34,937.00
8	\$35,238.00
9	\$36,038.00
10	\$39,800.00
11	\$44,295.00
12	\$50,687.00
13	\$50,687.00
14	\$50,687.00
15	\$50,687.00

**SCHEDULE A- PART 7 SALARY GUIDE TEACHER  
COORDINATOR (BA) 2014-2017**

Longevity:

\$700 after 10 years in district  
 plus \$400 after 15 years in district  
 plus \$1000 after 16 years in district  
 plus \$1000 after 17 years in district  
 plus \$1000 after 18 years in district  
 plus \$400 after 20 years in district  
 plus \$400 after 22 years in district  
 plus \$500 after 24 years in district  
 (effective 2014-2015)  
 plus \$500 after 25 years in district  
 (effective 2015-2016)  
 plus \$500 after 26 years in district  
 (effective 2016-2017)

Position Longevity:

\$600.00 after 8 years in the position  
 \$600.00 after 9 years in the position  
 \$600.00 after 10 years in the position

Step	Salary 16 - 17
3	\$61,417.00
4	\$62,809.00
5	\$64,201.00
6	\$65,593.00
7	\$66,984.00
8	\$68,377.00
9	\$69,769.00
10	\$69,969.00
11	\$71,162.00
11	\$90,173.00
11	\$90,173.00
11	\$90,173.00

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Step	Salary 15 - 16
3	\$61,417.00
4	\$62,809.00
5	\$64,201.00
6	\$65,593.00
7	\$66,984.00
8	\$68,377.00
9	\$69,769.00
10	\$69,969.00
11	\$71,162.00
11	\$90,173.00
11	\$90,173.00

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Step	Salary 14 -15
3	\$61,417.00
4	\$62,809.00
5	\$64,201.00
6	\$65,593.00
7	\$66,984.00
8	\$68,377.00
9	\$69,769.00
10	\$69,969.00
11	\$71,162.00
11	\$90,173.00

**SCHEDULE A- PART 7 SALARY GUIDE TEACHER  
COORDINATOR (BA+30) 2014-2017**

Longevity:  
 \$700 after 10 years in district  
 plus \$400 after 15 years in district  
 plus \$1000 after 16 years in district  
 plus \$1000 after 17 years in district  
 plus \$1000 after 18 years in district  
 plus \$400 after 20 years in district  
 plus \$400 after 22 years in district  
 plus \$500 after 24 years in district  
 (effective 2014-2015)  
 plus \$500 after 25 years in district  
 (effective 2015-2016)  
 plus \$500 after 26 years in district  
 (effective 2016-2017)

Position Longevity:  
 \$600.00 after 8 years in the position  
 \$600.00 after 9 years in the position  
 \$600.00 after 10 years in the position

Step	Salary 16 - 17
3	\$62,411.00
4	\$63,803.00
5	\$65,195.00
6	\$66,586.00
7	\$67,979.00
8	\$69,776.00
9	\$70,764.00
10	\$72,195.00
11	\$90,173.00
11	\$90,173.00
11	\$90,173.00
11	\$90,173.00

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Step	Salary 15 - 16
3	\$62,411.00
4	\$63,803.00
5	\$65,195.00
6	\$66,586.00
7	\$67,979.00
8	\$69,776.00
9	\$70,764.00
10	\$72,195.00
11	\$90,173.00
11	\$90,173.00
11	\$90,173.00

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Step	Salary 14 - 15
3	\$62,411.00
4	\$63,803.00
5	\$65,195.00
6	\$66,586.00
7	\$67,979.00
8	\$69,776.00
9	\$70,764.00
10	\$72,195.00
11	\$90,173.00
11	\$90,173.00



**SCHEDULE A- PART 7 SALARY GUIDE TEACHER  
COORDINATOR (MA) 2014-2017**

Longevity:

\$700 after 10 years in district  
 plus \$400 after 15 years in district  
 plus \$1000 after 16 years in district  
 plus \$1000 after 17 years in district  
 plus \$1000 after 18 years in district  
 plus \$400 after 20 years in district  
 plus \$400 after 22 years in district  
 plus \$500 after 24 years in district  
 (effective 2014-2015)  
 plus \$500 after 25 years in district  
 (effective 2015-2016)  
 plus \$500 after 26 years in district  
 (effective 2016-2017)

Position Longevity:

\$600.00 after 8 years in the position  
 \$600.00 after 9 years in the position  
 \$600.00 after 10 years in the position

Step	Salary 16 - 17
3	\$64,102.00
4	\$65,493.00
5	\$66,885.00
6	\$68,276.00
7	\$71,695.00
8	\$72,174.00
9	\$72,455.00
10	\$73,846.00
11	\$99,512.00
11	\$99,512.00
11	\$99,512.00
11	\$99,512.00

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Step	Salary 15 - 16
3	\$64,102.00
4	\$65,493.00
5	\$66,885.00
6	\$68,276.00
7	\$71,695.00
8	\$72,174.00
9	\$72,455.00
10	\$73,846.00
11	\$99,512.00
11	\$99,512.00
11	\$99,512.00

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Step	Salary 14 -15
3	\$64,102.00
4	\$65,493.00
5	\$66,885.00
6	\$68,276.00
7	\$71,695.00
8	\$72,174.00
9	\$72,455.00
10	\$73,846.00
11	\$99,512.00
11	\$99,512.00

**SCHEDULE A- PART 7 SALARY GUIDE TEACHER  
COORDINATOR (MA+30) 2014-2017**

Step	Salary 14 -15	Step	Salary 15 - 16	Step	Salary 16 - 17
3	\$65,376.00	3	\$65,376.00	3	\$65,376.00
4	\$66,775.00	4	\$66,775.00	4	\$66,775.00
5	\$68,173.00	5	\$68,173.00	5	\$68,173.00
6	\$69,573.00	6	\$69,573.00	6	\$69,573.00
7	\$70,971.00	7	\$70,971.00	7	\$70,971.00
8	\$72,370.00	8	\$72,370.00	8	\$72,370.00
9	\$73,768.00	9	\$73,768.00	9	\$73,768.00
10	\$75,167.00	10	\$75,167.00	10	\$75,167.00
11	\$101,051.00	11	\$101,051.00	11	\$101,051.00
11	\$101,051.00	11	\$101,051.00	11	\$101,051.00
11	\$101,051.00	11	\$101,051.00	11	\$101,051.00

Longevity:

\$700 after 10 years in district

plus \$400 after 15 years in district

plus \$1000 after 16 years in district

plus \$1000 after 17 years in district

plus \$1000 after 18 years in district

plus \$400 after 20 years in district

plus \$400 after 22 years in district

plus \$500 after 24 years in district  
(effective 2014-2015)

plus \$500 after 25 years in district  
(effective 2015-2016)

plus \$500 after 26 years in district  
(effective 2016-2017)

Position Longevity:

\$600.00 after 8 years in the position

\$600.00 after 9 years in the position

\$600.00 after 10 years in the position

**SCHEDULE A- PART 8 TRADITIONAL SALARY GUIDE  
TEACHER 2014-2017**

Step	BA	BA+30	MA	MA+30	PhD
1	\$48,062	\$50,511	\$52,791	\$54,322	\$55,852
2	\$48,362	\$50,811	\$53,091	\$54,622	\$56,152
3	\$48,662	\$51,111	\$53,391	\$54,922	\$56,452
4	\$49,182	\$51,631	\$53,912	\$55,442	\$56,973
5	\$49,692	\$52,141	\$54,422	\$55,952	\$57,483
6	\$50,203	\$52,651	\$54,932	\$56,462	\$57,993
7	\$50,713	\$53,162	\$55,442	\$56,973	\$58,503
8	\$51,223	\$53,672	\$55,952	\$57,483	\$59,013
9	\$51,733	\$54,182	\$56,462	\$57,993	\$59,523
10	\$52,243	\$54,692	\$56,973	\$58,503	\$60,034
11	\$52,753	\$55,202	\$57,483	\$59,013	\$60,544
12	\$54,303	\$56,752	\$59,033	\$60,563	\$62,094
13	\$55,931	\$58,380	\$60,660	\$62,191	\$63,721
14	\$62,665	\$65,114	\$67,394	\$68,925	\$70,455
15	\$72,358	\$74,807	\$77,088	\$78,618	\$80,149
16	\$91,122	\$93,627	\$95,942	\$97,508	\$99,074

Longevity:  
 \$700 after 10 years in district  
 plus \$400 after 15 years in district  
 plus \$1000 after 16 years in district  
 plus \$1000 after 17 years in district  
 plus \$1000 after 18 years in district  
 plus \$400 after 20 years in district  
 plus \$400 after 22 years in district  
 plus \$500 after 24 years in district (effective 2014-2015)  
 plus \$500 after 25 years in district (effective 2015-2016)  
 plus \$500 after 26 years in district (effective 2016-2017)

**SCHEDULE A-PART 9 SINGLE SALARY GUIDE  
TEACHER 2014-2017**

Step	Salary 14-15	Salary 15-16	Salary 16-17
1	\$50,161	\$50,900	\$52,260
2	\$50,461	\$51,000	\$52,560
3	\$50,761	\$51,500	\$52,860
4	\$51,171	\$52,166	\$53,160
5	\$53,596	\$54,000	\$57,500
6	\$54,102	\$56,051	\$58,000
7	\$54,607	\$56,553	\$58,500
8	\$55,112	\$57,056	\$59,000
9	\$55,617	\$57,558	\$59,500
10	\$56,625	\$58,815	\$61,006
11	\$57,880	\$60,443	\$63,006
12	\$59,655	\$62,000	\$65,006
13	\$61,469	\$64,000	\$67,006
14	\$65,836	\$67,000	\$69,006
15	\$73,182	\$73,594	\$74,006
16	\$77,006	\$77,006	\$77,006
17	\$80,006	\$80,006	\$80,006
18	\$92,561	\$94,000	\$94,000

Longevity:

- \$700 after 10 years in district
- plus \$400 after 15 years in district
- plus \$1000 after 16 years in district
- plus \$1000 after 17 years in district
- plus \$1000 after 18 years in district
- plus \$400 after 20 years in district
- plus \$400 after 22 years in district
- plus \$500 after 24 years in district (effective 2014-2015)
- plus \$500 after 25 years in district (effective 2015-2016)
- plus \$500 after 26 years in district (effective 2016-2017)

\*\* A Certificated Staff member who receives an Effective rating shall advance one (1) step on the Single Salary guide. A Certificated Staff member who receives a rating of Highly Effective shall advance two (2) steps on the Single Salary Guide.

**SCHEDULE A – PART 10  
SALARY ADJUSTMENTS**

The following salary adjustments went into effect in the 1980-81 school year, salary differentials existing under the 1976-79 Agreement shall remain in effect.

**ADJUSTMENTS FOR STAFF MEMBERS  
IN THESE POSITIONS AS OF SEPTEMBER 1, 1979**

Position Title	Yrs. In Pos.	Adj. to Salary (add to Schdl. A)
Psychologist	1-4	\$1,000
	5-8	\$3,500
	9 and over*	\$6,000
Learning Disabilities		
Teacher Consultants (LDTC)	1-3	\$400
	4-5	\$1,000
	6-7	\$2,500
	8 and over*	\$4,500*
Reading Specialists	1-4	\$400
	5-7	\$1,400
	8-10	\$3,000
	11 and over*	\$4,500*

\*Staff members who had reached this length of service in the positions will continue the differential established in the 1976-79 AGREEMENT.

NOTE: Staff members who are presently receiving a higher salary adjustment than appears on Schedule A Part 9 with respect to years in position shall continue to receive the same adjustment. Eligibility is based upon number of years in position.

**ADJUSTMENTS FOR STAFF MEMBER IN THESE  
POSITIONS AFTER SEPTEMBER 1, 1979**

Position Title	Yrs in Pos.	Adj. to Salary (add to Schdl. A)	
Psychologists	1-3	\$1,000	
	4-9	\$3,500	
	10 and over*	\$6,000	
Learning Disabilities	} 1-3	\$400	
Teacher Consultants (LDTC)		} 4-6	\$1,000
Social Workers		} 7-9	\$2,500
Reading Specialists		} 10 and over*	\$4,500

Effective September 1, 1992, Social Workers will be compensated according to the L.D.T.C. adjustment scale.

**SCHEDULE B  
IN-SERVICE CREDIT**

Teachers and instructional assistants shall be given credit to be used toward equivalency levels in the Paterson School District. For each in-service workshop, conference, or program as outlined in ARTICLE 22, teachers shall receive credit at the rate of three (3) semester hours for every workshop (15) sessions as one (1) hour each, when taken outside of regular school hours.

**SCHEDULE C-PART 1**  
**CLUB & ADVISOR COMPENSATION**

A. A teacher shall be released from instruction assignments in the high school as follows:

Advisor to the Student Government Association	1 teaching period
School Newspaper Advisor	2 teaching periods
Audio Visual Director	1 teaching period
Senior Class Advisor	1 teaching period
Locker Advisor	1 teaching period
National Honor Society Advisor	1 supervision period
Yearbook Advisor	2 teaching periods
Assembly Programmer	1 teaching period

B. The following clubs will be conducted after school hours at the discretion of the teacher advisor;

The Key Club

Future Nurse

The Z Club

Interact Club

The Chemistry Club

Afro-American History and Culture Club

The Math Club

The Photography Club

Puerto Rican Organization

The French Club

Spanish Club

The Science Club

Business Club

Future Teachers

Future Homemakers of America

and many other clubs which are not listed here.

**SCHEDULE C – PART 2  
ATHLETIC SALARY GUIDES  
HIGH SCHOOL ACTIVITIES**

Group	Activity	Position	2014-15 salary	2015-16 salary	2016-17 salary
A	Football	Head	\$11,260	\$11,485	\$11,714
		1st Step	\$11,891	\$12,129	\$12,371
		2nd Step	\$12,522	\$12,773	\$13,028
		1st Asst.	\$8,007	\$8,167	\$8,330
		1st Step	\$8,480	\$8,649	\$8,822
		2nd Step	\$8,953	\$9,132	\$9,315
		2nd-6th Assts. & Frosh Asst.	\$6,735	\$6,870	\$7,007
		1st Step	\$7,208	\$7,352	\$7,499
		2nd Step	\$7,681	\$7,835	\$7,992
B	Basketball (Boys & Girls)	Head	\$8,735	\$8,910	\$9,088
		1st Step	\$9,367	\$9,554	\$9,745
		2nd Step	\$9,998	\$10,198	\$10,402
		1st Asst.	\$5,734	\$5,849	\$5,966
		1st Step	\$6,208	\$6,332	\$6,458
		2nd Step	\$6,680	\$6,813	\$6,949
		2nd & 3rd Assts.	\$4,576	\$4,668	\$4,761
		1st Step	\$5,050	\$5,151	\$5,254
		2nd Step	\$5,523	\$5,633	\$5,746
C	Baseball, Softball, Soccer, Volleyball, Wrestling, Band Director, Spring track (Boys & Girls)	Head	\$7,471	\$7,621	\$7,773
		1st Step	\$8,103	\$8,265	\$8,430
		2nd Step	\$8,734	\$8,909	\$9,087
		1st & Frosh Assts.	\$5,050	\$5,151	\$5,254
		1st Step	\$5,523	\$5,633	\$5,746
		2nd Step	\$5,996	\$6,116	\$6,239



Group	Activity	Position	2014-15 salary	2015-16 salary	2016-17 salary
D	Cross Country (Boys & Girls), Tennis, Indoor Track, Music Director, Drama Coach, Dance Coach, Majorettes, Athletic Treasurer, HS Faculty Treasurer, JROYC Drill Team, JROTC Color/Honor Guard, Cheerleaders	Head	\$6,262	\$6,387	\$6,515
		1st Step	\$6,893	\$7,031	\$7,172
		2nd Step	\$7,525	\$7,675	\$7,829
		1st Asst.	\$4,473	\$4,562	\$4,653
		1st Step	\$4,946	\$5,045	\$5,146
		2nd Step	\$5,420	\$5,528	\$5,638
E	Golf, Bowling, Equipment Manager, Rifle	Head	\$4,736	\$4,831	\$4,927
		1st Step	\$5,209	\$5,314	\$5,420
		2nd Step	\$5,683	\$5,796	\$5,912
F	Team Trainer		\$6,734	\$6,868	\$7,006
		1st Step	\$7,207	\$7,351	\$7,498
		2nd Step	\$7,680	\$7,834	\$7,990
	DECA Advisor	Per Season	\$1,530	\$1,560	\$1,592
	Strength & Conditioning	Per Year	\$2,531	\$2,581	\$2,633
	Athletic Academic Advisor		\$6,326	\$6,453	\$6,582
	Basketball Pep Band Dir.		\$2,575	\$2,626	\$2,679
	Evening Functions for Nurses ( See Article 12:7-1)				
G	Elementary Basketball	Coordinator	\$3,455	\$3,525	\$3,595
		Head	\$1,122	\$1,145	\$1,168
		Assistant	\$388	\$396	\$404
	Cheerleaders	Advisor	\$388	\$396	\$404

**SCHEDULE C – PART 3  
ATHLETIC GUIDELINES**

- A. No coach will be appointed to coach more than two sports.
- B. No coach will be appointed to coach any two overlapping sports.
- C. The Director of Athletics shall be responsible for submitting requisitions of needed athletic equipment to the Secretary of the Board of Education before March 1 of each year. These requisitions are to be submitted in a manner and form required to expedite the acquiring of the athletic equipment by public bidding, as is required by the statute, prior to the beginning of the next season.
- D. Coaching assignments shall be made by the district for one year only and must be renewed from year to year.
- E. Administrative or supervisory professional personnel shall not be appointed to a coaching position in any school.

**SCHEDULE C – PART 4  
VAN DRIVERS' COMPENSATION**

- A. Coaches who drive their own team in a van to an event shall be compensated at the rate of thirty dollars (\$30.00) per round trip.
- B. Non-coaches and other staff who drive a team in a van to an event shall be compensated at the rate of forty (\$40.00) per round trip.
- C. No compensation shall be paid for field trips sponsored by the school which take place during the regular school day.
- D. In emergencies declared and approved by the building principal, multiple payments of shuttles from high schools to Hinchcliffe Stadium may only be approved up to a maximum of ninety (\$90.00) dollars (three [3] round trips) in one day.

# INDEX

## A

Absences, Reporting of . . . . .	82
Advanced Degrees . . . . .	62
Application Process . . . . .	74
Arbitration . . . . .	5
Assaults . . . . .	122
Assignments . . . . .	52
Arrival and Dismissal Time	
Elementary & Primary Schools . . . . .	19
High Schools . . . . .	19
Association Dues . . . . .	130
Association Leave of Absence. . . . .	86
Association Meetings . . . . .	15
Association President Release Schedule. . . . .	16
Association Representatives	
Right to Conduct Business . . . . .	12
Protection from Transfer . . . . .	71
Association Rights. . . . .	13
Attendance Incentive Plan . . . . .	119
Attendance Officers	
Workday & Year. . . . .	43
Equipment . . . . .	44

## B

Bereavement Leave . . . . .	86
Break Time	
Dental Assistants . . . . .	48
Instructional Assistants . . . . .	32
Secretarial Staff . . . . .	39
Security Officers. . . . .	45
Bulletin Boards, Association Use of. . . . .	14

## C

Calendar . . . . .	18
Cafeteria Coverage. . . . .	55
Certified Staff, Employment of . . . . .	57
Class Coverage Compensation . . . . .	68
Class Size Limitations . . . . .	52

Conferences . . . . .	80
Continuing Education, Mandated . . . . .	97
Contract, Notification of Renewal . . . . .	80
Conventions . . . . .	87
Criticisms, Public . . . . .	13
Credit Union . . . . .	131

**D**

Deductions . . . . .	130
Dental Assistants . . . . .	48
Dental Coverage . . . . .	127
Derogatory Material . . . . .	77
Dismissal Procedure	
Non Tenured Staff . . . . .	80
Non-Certificated Staff . . . . .	80

**E**

Employee Assignments . . . . .	52
Employee Rights . . . . .	12
Equipment	
Attendance Officers . . . . .	44
Security Officers . . . . .	46
Equivalency Credit . . . . .	61
Equivalency, Application Guidelines . . . . .	61
Evaluation	
Copies of . . . . .	76
Of Staff, Procedure . . . . .	75
Of Students by Staff . . . . .	13
Experimental Programs . . . . .	99
Extra Curricular Activities . . . . .	34

**F**

Facilities & Equipment, Use of . . . . .	14
Faculty Meetings . . . . .	22
Family Leave Act . . . . .	90
Fair Dismissal Procedure . . . . .	80
Field Trips . . . . .	36
Flex Time Provisions	
Elementary/Primary . . . . .	25
High School . . . . .	27
SCPC/Parent Coordinators . . . . .	47

Secretarial Staff . . . . .	39
Security . . . . .	44

**G**

Grievance Procedure. . . . .	3
Level One – Building Level. . . . .	4
Level Two – District Level . . . . .	4
Level Three – Arbitration . . . . .	5
Group Grievances . . . . .	11
Representation. . . . .	10

**H, I**

Health Care Coverage . . . . .	124
Hourly Pay Rates (Non-Schedule Salaries) . . . . .	67
Increments	
Definition . . . . .	63
Eligibility . . . . .	65
Granting of . . . . .	65
Withholding of – Prohibition . . . . .	66
Injuries, Reporting of . . . . .	123
In-Service Workshops . . . . .	99
Instructional Assistants (I-V)	
In-Service Credits . . . . .	63
Probationary Period . . . . .	58
Tuition Reimbursement . . . . .	104
Instructional Council. . . . .	109
Instructional Planning . . . . .	See Plan Books
Insurance Coverage . . . . .	124
International / Fed. Programs Leave. . . . .	89

**J**

Job Postings . . . . .	73
JROTC. . . . .	36
Just Cause Provision. . . . .	12

**K, L**

Lateness . . . . .	21
Leaves of Absence	
Extended. . . . .	89
Temporary . . . . .	86

Leaving Building . . . . .	22
Legal Proceedings, Leave of Absence for . . . . .	87
Length of Day . . . . .	24
Liaison Committee. . . . .	84
Lunch Periods . . . . .	24
Lunch Supervision . . . . .	55

### M

Mail Facilities & Boxes, Association Access . . . . .	15
Maternity Leave . . . . .	90
Meetings	
Evening and Faculty. . . . .	22
Required . . . . .	22
Mentor Teachers . . . . .	107
Military Leave	
Temporary Leave . . . . .	87
Extended Leave . . . . .	89

### N

New Staff Orientation Programs. . . . .	16
NJEA Convention	
Secretarial Attendance. . . . .	41
Teacher Attendance . . . . .	87
Non-Discrimination Provision. . . . .	132
Non-Instructional Duties. . . . .	54
Non-Renewals, Non-tenure Staff Appeals. . . . .	80
Non-Schedule Salaries. . . . .	67
Nurses . . . . .	31

### O

Observations	
Copies of. . . . .	76
Open Requirement. . . . .	75
Sessions . . . . .	75
Optical Coverage . . . . .	129
Overtime	
General Provisions . . . . .	51
Security Officer Guarantees. . . . .	47

**P**

Parent Coordinators (SCPC's) . . . . . 47  
Past Practice (Savings Clause). . . . . 133  
Paterson Innovative Academy Program . . . . . 114  
Payroll Deductions. . . . . 130  
Peer Assistance Program. . . . . 106  
Personal Days . . . . . 85  
Personnel Records . . . . . 77  
Plan Books . . . . . 32  
Posting Procedures. . . . . 73  
Preparation Time  
    Elementary/Primary Staff . . . . . 24  
    High School Staff . . . . . 29  
Prescription Coverage . . . . . 128  
Professional Development . . . . . 97  
Promotions  
    Salary Placement . . . . . 70  
Posting & Application Procedures. . . . . 73

**Q, R**

Reading Specialist . . . . . 52  
Reassignments . . . . . 70  
Reasonable Force . . . . . 121  
Representation Fee. . . . . 131  
Recognition Clause . . . . . 1  
Retirement Allowance . . . . . 69  
Right to Representation  
    Grievances. . . . . 10  
    Required Meetings or Hearings . . . . . 11

**S**

Sabbatical Leaves . . . . . 93  
Salaries. . . . . 60  
Salaries, Non-schedule  
    (Extra Work Assignments) . . . . . 67  
Salary Guides . . . . . 148  
    Placement on . . . . . 57  
Savings Clause (Past Practice). . . . . 133  
School Calendar . . . . . 18  
School Mail . . . . . 15  
School Month . . . . . 19

School Sessions	
Elementary/Primary . . . . .	24
High School . . . . .	26
School Year . . . . .	17
Secretaries . . . . .	38
Training Program . . . . .	104
Security Officers . . . . .	44
Shopping Time . . . . .	54
Sick Day Buy-Back . . . . .	120
Sick Days . . . . .	85
Application for additional . . . . .	85
Deductions	
For Late Arrival . . . . .	88
For Early Release . . . . .	88
Sick Leave . . . . .	85
Sign-In/Out Procedures . . . . .	19
Site Base Management/Shared Decision Making . . . . .	112
Special Services, Department of	
Work Beyond Regular Year . . . . .	68
Staff Attendance Incentive Plan . . . . .	119
Staff Development . . . . .	97
Summer Pay Option . . . . .	60
Summer Schedules-Secretaries . . . . .	41
Superintendent's Grant Program . . . . .	99

**T**

Tardiness . . . . .	21
Tax Shelter Annuity Deductions . . . . .	131
Teaching Load – High School . . . . .	28
Termination . . . . .	80
Time, Arrival and Dismissal . . . . .	24
Transfers . . . . .	70
Transporting Students . . . . .	53
Traveling Employees . . . . .	54
Traveling Expenses . . . . .	68
Tuition Reimbursement . . . . .	102
Procedural Guidelines . . . . .	103



## U, V

Uniforms	
Dental Assistants . . . . .	49
Security Officers. . . . .	45
Vacancy Postings . . . . .	73
Vacations – Secretarial Staff. . . . .	42
Vandalism . . . . .	123

## W

Workday	
Teachers & Inst. Assistants . . . . .	24
All Others . . . . .	.See Specific Job Category
Flex Time . . . . .	25
Workers’ Compensation . . . . .	87
Working Conditions	
Committee. . . . .	135
Hazardous Conditions. . . . .	121
Work Hours & Work Load. . . . .	19
Workshops . . . . .	99
Work Year	
10 Month Employees . . . . .	17
All Others . . . . .	.See Specific Job Category

## X, Y, Z

