

COLLECTIVE BARGAINING CONTRACT

Entered Into

By

THE BOARD OF EDUCATION OF THE CITY OF PLAINFIELD

and

THE PLAINFIELD EDUCATION ASSOCIATION

Covering the Period

1973-74

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PREAMBLE

This Agreement entered into this 21st day of August , 1973 by and between the Board of Education of Plainfield, the City of Plainfield, New Jersey, hereinafter called the "Board" and Plainfield Education Association, hereinafter called the "Association".

Whereas, the parties have reached certain understanding which they desire to confirm in this Agreement, be it resolved, in consideration of the following mutual covenants, it is hereby agreed as follows:

ARTICLE 1 - RECOGNITION

A. The Plainfield Board of Education agrees to meet with the representatives of the Plainfield Education Association on matters for negotiation.

B. The Board of Education further agrees to recognize the Plainfield Education Association as the exclusive and sole representative agent in collective negotiations. The recognized bargaining unit shall be composed of only the following certificated personnel:

Classroom Teachers	Department Heads and/or Chairmen
Special Subject Teachers	Pre-School Teachers (Half or Full Time)
Remedial Reading Teachers	Special Education Teachers
Art Teachers	Guidance Counselors
Vocal Music Teachers	Placement Counselors
Physical Education Teachers	Class Advisors
Speech Correction Teachers	Speech Therapists
Kindergarten Teachers (Half-time included)	Community Coordinators
Librarians	Social Workers
Club Advisors	Learning Disabilities Teachers
Attendance Officers	Assistant Advisers, Directors, and/or
Nurses	Supervisors of extra-curricular activities
Head Nurse	Psychologist
Directors and/or Supervisors of extra-curricular activities - (Not including Director of Athletics)	

C. Unless otherwise indicated, the term "teachers", when used hereinafter in this agreement, shall refer to all professional employees represented by the Association in the negotiating unit as above defined, and references to male teachers shall include female teachers.

ARTICLE 2 - NEGOTIATION PROCEDURE

A. 1. The parties agree to enter into collective negotiations over a successor agreement in accordance with Chapter 303, Public Laws of 1968, in a good faith effort to reach agreement on matters concerning the terms and conditions of teachers employment. On or before October 15, the Association shall notify the Board of its intention concerning negotiations of a successor agreement. The Association shall present to the Board on or before November 1 its complete list of amendments. With thirty (30) calendar days the Board and the Association shall begin negotiations. These dates may be extended by mutual agreement of the parties.

2. During the interim period the Association shall be available to meet with the Board, the Superintendent, the Business Manager, or as needed for the purpose of clarification of demands. Any agreements so negotiated shall apply to all teachers within the bargaining unit, be reduced to writing, be signed by the Board and the Association, and be submitted to the Board for adoption after ratification by the Association.

B. The Board may be represented by a committee appointed by the president. The Association may be represented by a committee of its own choosing, not to exceed five (5) in number. The parties concerned may call upon competent, professional or lay representatives to assist them.

C. The Board agrees not to negotiate concerning said employees in the negotiating unit with any organization other than the Association for the duration of this agreement. The Board and the Association also agree that all negotiations be conducted in private and that strict confidentiality be maintained by both parties.

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

E. This contract contains a full agreement between the parties. There shall be no verbal agreements, understandings, or warranties and any change hereto shall be in writing and signed by both parties.

ARTICLE 3 - GRIEVANCE PROCEDURE

A. A "grievance" is defined as an appeal by a teacher, or a group of teachers or the Association, of the interpretation, application, or violation of policies, agreements, and administrative decisions affecting them.

B. PROCEDURE

Any grievance to be considered under this procedure must be initiated by the teacher within thirty (30) school days of the time the teacher knew or should have known of its occurrence.

Level 1: Any teacher who has a grievance shall discuss it first with his principal (or immediate superior or department head, if applicable) in an attempt to resolve the matter informally at that level. If the teacher desires, a building representative may be present. If the teacher is not satisfied with the disposition of his grievance after the informal discussion, or if no decision has been rendered within five (5) school days after the decision he may within (5) school days after the decision or ten (10) school days after the discussion, set forth his grievance in writing to the principal, specifying:

- (a) The nature of the grievance,
- (b) The nature of the resolution sought.

All written grievances should be countersigned by the Association if the Association is representing the grievant. If the grievance does not contain the counter-signature of the Association, the principal shall notify the building representative that the grievance is pending.

The principal shall communicate his decision to the teacher and to the Plainfield Education Association in writing with reasons within three (3) school days of receipt of the written grievance.

Level 2: If, within ten (10) school days of receipt of the decision rendered at Level 1, the teacher is dissatisfied, the Association on his behalf may appeal that decision to the Superintendent of Schools or his designee. The appeal to the Superintendent must be made in writing specifying:

- (a) the nature of the grievance
- (b) the nature of the resolution sought.

The Superintendent or his designee shall meet with the concerned parties within ten (10) school days. He shall attempt to resolve the grievance as quickly as possible, but shall render a decision within a period not to exceed five (5) school days from the time of the meeting with the concerned parties. The Superintendent or his designee shall communicate his decision

in writing with reasons to the teacher, the principal, and the Plainfield Education Association.

Level 3: Within five (5) school days of receipt of the decision rendered at Level 2, the Association may appeal that decision to the Board of Education. The appeal shall be submitted in writing through the Superintendent of Schools who shall attach all related papers and forward the appeal to the Board of Education. The Board, or a committee thereof, shall review the grievance and the decisions rendered at all levels, and shall, at the option of the Board or upon request of the Association, hold a hearing with the concerned parties and render a decision in writing with reasons to all parties within thirty (30) calendar days of receipt of the appeal.

Level 4: A claim by a teacher or group of teachers shall constitute a grievance beyond Level 3 and be processed by the Association beyond Level 3 only if it pertains to a misinterpretation, misapplication or inequitable application of the terms of this Contract. If the decision of the Board does not resolve the grievance to the satisfaction of the Association and the Association wishes a review by a third party, it shall so notify the Board within ten (10) school days of receipt of the Board's decision.

C. PROCEDURE FOR SECURING THE SERVICES OF AN ARBITRATOR

The following procedure will be used for securing the services of an arbitrator:

1. A request will be made to the American Arbitration Association to submit a roster of persons qualified to function as an arbitrator in the dispute in question.
2. If the parties are unable to determine, within ten (10) calendar days of receipt of the list, a mutually satisfactory arbitrator, the American Arbitration Association may be requested by either party to designate an arbitrator.
3. The arbitrator shall limit himself to the issues submitted to him and the arbitrator shall consider nothing else. He can add nothing to, nor subtract anything from the Contract between the Board and the Association. The recommendations of the arbitrator shall be binding. Only the Board, the Superintendent, and the teacher and the Association shall be given copies of the arbitrator's report of findings, reasons, and decisions. This shall be accomplished within thirty (30) calendar days of the conclusion of the arbitrator's hearing.

D. MISCELLANEOUS PROVISIONS

1. Any teacher may be represented at Level 1 of the grievance procedure by himself. At succeeding levels he shall be represented by the Association or its designee.

2. Failure at any level of this procedure to communicate the decision on a grievance within the specified time limits shall permit the grievant to proceed to the next level.

3. If the appeal is not forwarded by the grievant and/or his representative (whichever is applicable) within the required time limit, the appeal shall be considered terminated.

4. A grievance which is not settled by the last day of the academic year shall be expedited so that settlement may be achieved as soon as possible.

5. A grievance by a group of teachers which is centered in one building shall be initiated at Level 1. A grievance by a group of teachers which is not centered in one building shall be initiated at Level 2.

6. Each party shall bear the total cost incurred by itself. The fees and expenses of the arbitrator are the only costs which will be shared equally by the two parties.

7. Although written grievances should be countersigned by the Association, such countersigning does not indicate that only grievances bearing that counter-signature may be processed.

ARTICLE 4 - TEACHERS' RIGHTS

A.1. No teacher shall be disciplined, reprimanded, reduced in rank or compensation or deprived of any professional advantage without just cause. Any such action asserted by the Board, or any agent or representative thereof, shall be subject to the grievance procedure herein set forth but not to binding arbitration.

2. Prior notice to appear before the Board or any committee or member thereof or Superintendent or his designee concerning any matter which could adversely affect the continuation of that teacher in his office, position or employment or the salary or any increments pertaining thereto, shall be given in writing and shall include the reasons for such meeting or interview.

3. A teacher shall be entitled to have a representative of the Association to advise him and represent him at any meeting or interview which might adversely affect his employment status.

B. The Board will pay a teacher until such time as it shall certify charges to the Commissioner of Education.

C. The Board and Association agree that when and if a grade is to be changed, the teacher should be consulted before the change is made. If the grade is changed without consultation or approval by the teacher, the person making the change shall sign it. The teacher shall be notified within two weeks of the change provided that the teacher is still in the employ of the Board.

D. The Board shall conduct a fair hearing of all grievances. On hearings pertaining to matters restricted from going to arbitration in accordance with Article III. B. Level 4, only the question of the fairness of the grievance hearing shall be possible to be submitted to arbitration.

ARTICLE 5 - ASSOCIATION RIGHTS AND PRIVILEGES

A. The Board shall meet with the Association's Executive Committee (consisting of no more than twelve members) a minimum of twice a year. The Association and the Superintendent shall set the agenda for such meetings.

B. The Superintendent and the Association's Executive Committee shall meet once monthly.

C. The Association shall appoint people to serve on an orientation committee for new teachers and in-service program planning committees.

D. The president of the Association or his designee, whichever shall be in a departmentalized situation, shall have no more than four instructional periods and shall be excused from homeroom assignments and study hall duties. Such classes shall be assigned in the morning unless scheduling makes this impossible. This assignment shall not interfere with the necessary aid or assistance to students required outside of class time.

E. The Board agrees to furnish to the Association in response to reasonable requests from time to time all available public information concerning the educational program and the financial resources of the district.

ARTICLE 6 - TEACHING HOURS AND TEACHING LOAD

A.1. The time schedule for all schools as well as that for librarians, social workers, psychologists and helping teachers shall be contained in Schedule A herein. Elementary teachers will have a maximum of 7 hours and 5 minutes work day; secondary teachers will have a maximum of 7 hours and 20 minutes work day; these are present maximums.

2. Teachers are on duty after school to help students confer with parents, and carry on other professional duties. A principal may occasionally excuse a teacher at dismissal time for good cause. (Teachers are excused at dismissal on Fridays and days preceding a school holiday.)

3. Teachers shall have a duty-free lunch period of at least the following lengths:

- a. elementary - 30 minutes
- b. middle - 1 period
- c. senior high - 1 period

except in cases of emergencies involving the health and safety of students and teachers.

4. Building based teachers may be required to remain after the end of the regular work day, without additional compensation for the purpose of attending building faculty or other professional meetings on Mondays no more than five (5) days each month. Such meetings shall begin no later than ten (10) minutes after the student dismissal time and shall run for no more than sixty (60) minutes, except in cases of emergencies involving the health and safety of students and teachers. An Association representative shall have the privilege to speak after the conclusion of such meetings.

5. Whenever practicable notice of an agenda for meetings shall be given to the teachers involved at least two (2) school days prior to the meeting, except in an emergency. Teachers shall have the opportunity, whenever practicable, to suggest items for the agenda.

6. Whenever practicable meetings which take place on a voluntary attendance basis shall not be called on Fridays or on any day immediately preceding any holiday or other day on which teacher attendance is not required at school.

B.1. Whenever possible, Junior and Senior High School teachers shall not be required to teach more than two (2) subject areas, nor more than a total of two (2) teaching preparations (different subjects) at any one time.

2. Whenever possible, regular classroom teachers in the junior and senior high schools shall not be required to change subject area teaching stations more than two (2) times during the school day.

3. Elementary school teachers shall not be required to change subject area teaching stations except in those buildings where the practice already exists. This provision shall not be subject to binding arbitration.

C.1. Selection of teachers for extra-curricular activities shall be made first from among those who volunteer. Thereafter the Board reserves the right to assign teachers on an equitable basis.

2. Teacher participation in field trips which extend beyond the teacher's in-school work day, and over night or weekend trips, shall be voluntary.

D. Teachers shall be required to make themselves available four evenings each year from 7:30 to 9:30 for the purpose of conferring with parents or other interested persons. The 7:30 to 9:30 times may be changed on two of these evenings, providing the teachers and the principal concur. The Board and the Association encourage voluntary attendance at additional worthwhile evening meetings.

E. The Association will be involved in the planning of any in-service program.

F. For the duration of this agreement the Board hereby agrees to continue its practice of granting one preparation period per day for teachers at the senior and middle schools except for English teachers at the senior high schools who shall be entitled to two preparation periods per day in light of the requirements of composition review.

ARTICLE 7 - SALARIES

A.1. Teachers under ten-month contract shall be paid in twenty (20) installments and under twelve -month contract shall be paid in twenty-four (24) installments on the 15th and last day of each month. In all cases when the 15th or last day of the month falls on a day on which teachers are not required to be in school, the pay check will be issued the last working day prior to the 15th or the last day of the month.

2. If an error is made in the amount of money a teacher is supposed to receive, the error shall be rectified as soon as possible but in no case later than the next pay check.

3. The first check of any year shall provide a statement of the deductions which have been made.

B.1. The following ratio schedule shall apply to twelve (12) month employees in these positions:

Social Worker	1.15
Learning Disability Specialist	1.15
Psychologist	1.2
Attendance Officer	1.25

2. The ratio schedule for the positions listed in (1) of this paragraph B shall be .10 less than that specified if such position is a ten (10) month term or if the incumbent of such position is a ten (10) month employees.

C. Any teacher who is required to work beyond the regular teacher in-school work year as defined by the School Calendar and ARTICLE 22 of this Contract shall be compensated at the rate of 1/200 of his annual salary per day: This provision does not apply to non-perdiem employment such as Summer School or Curriculum Committees.

D. The Board retains to itself the right in accordance with Title 18A:29-14 to withhold any and all increments, subject only to the following:

1. If the Board wishes to continue withholding any and all increment, it must reaffirm the action each subsequent year(s).

2. If such Board action is not reaffirmed, any and all increment shall be restored to the individual the following school year.

PLAINFIELD PUBLIC SCHOOLS

SALARY GUIDE

1973-74

<u>Step</u>	<u>BA</u>	<u>BA + 32</u>	<u>MA</u>	<u>BA + 64</u>	<u>MA + 32</u>	<u>MA + 45</u>
0	\$ 8,800	\$ 9,300	\$ 9,500	\$ 9,800	\$ 10,200	\$ 10,550
1	9,100	9,600	9,800	10,100	10,500	10,850
2	9,400	9,900	10,100	10,400	10,800	11,150
3	9,700	10,200	10,400	10,700	11,100	11,450
4	10,050	10,550	10,750	11,050	11,450	11,800
5	10,400	10,900	11,100	11,400	11,800	12,150
6	10,750	11,250	11,450	11,750	12,150	12,500
7	11,150	11,650	11,850	12,150	12,550	12,900
8	11,550	12,050	12,250	12,550	12,950	13,300
9	11,950	12,450	12,650	12,950	13,350	13,700
10	12,350	12,850	13,050	13,350	13,750	14,100
11	12,750	13,250	13,450	13,750	14,150	14,500
12	13,150	13,650	13,850	14,150	14,550	14,900
13	13,550	14,050	14,250	14,550	14,950	15,300
14	14,250	14,750	14,950	15,250	15,650	16,000
15	15,100	15,600	15,800	16,100	16,500	16,850

LONGEVITY

30 yrs (a) total	15,300	15,800	16,000	16,300	16,700	17,050
30 yrs (b) in Plainfield	15,400	15,900	16,100	16,400	16,800	17,150

ARTICLE 8 - TEACHER EVALUATION

A. A non-tenure teacher shall be evaluated at least three times a year. A tenure teacher shall be evaluated at least once a year. The evaluation shall be reduced to writing within five (5) school days. The teacher shall be free to append comments promptly before it is placed in his file.

B. The teacher shall have access at reasonable times and places to his personal file and may append comments promptly upon such material becoming known to him with the following exclusions:

- (a) letters of reference
- (b) comparative evaluations used for the purpose of promotions

C.1. All monitoring or observation of the work performances of a teacher shall be conducted openly and with full knowledge of the teacher.

2. Any administrator or representative of the Board of Education shall notify a teacher in writing if he intends to make use of any criticism submitted by a parent, citizen, student, or other staff member in the evaluation of a teacher. The teacher may, at the time such criticism is made known to him, attach a written statement to the criticism. Such statement shall be attached to any and all copies of said criticism.

ARTICLE 9 - SALARY REDUCTION FOR TAX-SHELTERED ANNUITIES

The Board agrees to enter into salary reduction agreements with those teachers who wish to participate in the existing tax-sheltered annuity program which is now in effect or Travelers tax-sheltered annuity program.

ARTICLE 10 - PERSONAL SICK LEAVE

A. Ten (10) days absence for personal illness with full pay shall be allowed in any school year. The unused days of absence shall be cumulative without limit. 18A:30-3 of the New Jersey Statutes.

B. Twelve (12) days of absence, for personal illness, with full pay in any school year shall be available to all employees under twelve (12) months' contracts. Such employees shall also have available cumulative factors of unused sick leave days without limit.

C. Unused cumulative days of sick leave are not paid for at the time an employee terminates his contract with the Plainfield schools.

D. Teachers employed in summer school or other summer programs may draw upon their accumulated sick leave up to one (1) day for personal illness while serving in this program.

E. Teachers shall be given a written accounting of accumulative sick leave days no later than October 31 of each school year.

F. In accordance with Board policy, a teacher may apply for two-thirds pay beginning with the twenty-first (21) school day after all such teachers accumulated sick leave has been exhausted.

ARTICLE 11 - PERSONAL DAYS OF ABSENCE

A.1. A maximum of three (3) days of absence per year, with pay, shall be allowed each full-time employee for reasons other than those listed under ARTICLE 11 of the Contract and Board Policy 4150.

2. If the personal days of absence permitted under the terms of this agreement have been exhausted and a valid religious holiday of concern to any teacher occurs, such teacher may request an additional personal day of the Superintendent.

3. A teacher may request the time necessary for appearance in any legal proceeding connected with the teacher's employment or with the school system which does not pertain to a charge against the teacher under the terms of New Jersey or Federal law.

4. If the teacher, in order to attend summer school, requires time in the beginning or the end of the school year, such teacher shall provide adequate notice and substantiation of this need when making application to the Superintendent for his approval.

B. Prior written approval of the teacher's supervisor or principal will be necessary except in case of emergency. Such absences are allowable for business and activities that necessarily must be transacted on days when school is in session: Religious observances, legal matters, jury duty or unusual family circumstances are some of the reasons for which such absences may be applied.

ARTICLE 12 - SUBSTITUTES

A. The Board recognizes the seriousness of obtaining qualified substitutes and agrees to endeavor to hire an appropriate number of substitutes. Teachers will not be called upon to substitute except in demonstrated emergencies.

B. In the event a teacher is required to utilize his unassigned time for the purpose of substitution a total of four (4) occurrences during the school year such teachers shall be reimbursed five dollars (\$5.00) per period beginning with the fifth (5) and each subsequent period of utilization of such unassigned periods during that school year.

ARTICLE 13 - PROFESSIONAL GROWTH REIMBURSEMENT

The Plainfield Board of Education recognizes the value of professional growth as represented by college courses designed to improve the teacher's effectiveness in the classroom, by providing partial reimbursement to teachers for expenses incurred in approved college and university courses.

A. Qualifications

1. This program will be restricted to study that is directly connected with the applicant's present subject field or grade level assignment, or to any applicant who is in a matriculating program directly relating to education.

2. Provision will be made for partial reimbursement for travel to approved summer institutes in cases where the travel allowance provided by the institute is not sufficient to meet the needs of the applicant.

3. Reimbursement will be made for 100% of the expenses for tuition, college fees and necessary books, with a maximum of \$200., for an individual teacher during a school year.

4. Reimbursement will be made provided that the final grade assigned by the college or university to the teacher for having taken the course for which he seeks reimbursement is either A or B or C. Pass or registration credit shall qualify for reimbursement only if the college catalog specifies that Pass or registration is the only type of grade which can be received in that specific course.

B. Procedures:

1. Applications for the professional growth reimbursement program will be available in all schools and offices.

2. Applicants will be required to submit transcripts and receipted bills for expenses incurred under this program.

3. (This specific section, Article 13.B.3. shall apply to any applicant whose application applies to any qualified program beginning on or after September 1, 1972). Applications will be submitted to the office of the Superintendent of Schools for review and approval. If approved, such approval shall be made known to the applicant prior to his taking such course. Prior approval is not required for any applicant taking a course in a matriculated program. Only in the event the course for which approval was requested and granted is unavailable at the time of

registration, may the applicant submit a request for approval for purposes of reimbursement under the terms of this Agreement subsequent to such course.

4. Approved applications will include the amount of reimbursement covered by the eligibility requirements.

5. The Superintendent of Schools will recommend payment based on each individual teacher's approved application.

6. Reimbursements for allowable expenses incurred by professional personnel when taking professional growth courses will be made twice a year, at the October and March meetings of the Board of Education. In order to facilitate payment under this policy, it is urgently requested that teachers who are taking courses submit their transcripts of completed work as soon as they are available, together with the application form and receipts for other allowable expenses. No payments will be made unless all requirements for forms and receipts are fulfilled. It is the intent of this policy to include payment for courses taken the previous summer; therefore when the institutions fail to send transcripts by September 1 and February 1 respectively, it is suggested that the respective staff members notify the Superintendent's office in writing of the fact and consideration will be given to such circumstances.

ARTICLE 14 - PROTECTION OF TEACHERS, STUDENTS, AND PROPERTY

A. A teacher shall not be required to work under unsafe or hazardous conditions or to perform tasks which endanger his health, safety or well-being.

B. The Board agrees to file a complaint on behalf of a teacher with the appropriate court against anyone who physically attacks a teacher or student by reason of that teacher's employment or that student's enrollment in the Plainfield School District. Where the Board acts in accordance with this provision, it is the duty of any teacher involved to cooperate in this action.

C. Teachers shall immediately report cases of assault suffered by them in connection with their employment to their principal or other immediate superior.

D. If criminal or civil proceedings are brought against a teacher alleging that the teacher committed an assault in connection with his employment, such teacher may request the Board to furnish legal counsel to defend him in such proceeding. If the Board does not provide such counsel and the teacher prevails in the proceeding, then the Board shall reimburse the teacher for counsel fees incurred by him in his own defense.

E. The Board shall reimburse a teacher for the cost of medical, surgical or hospital services (less the amount of any insurance reimbursement) incurred as the result of any injury sustained in the course of his employment.

F. In the event of any major disorder or disruption in the regular school program, the Association president shall be involved in determination of the action to be taken provided his duties permit such involvement without disruption to his classroom program.

ARTICLE 15 - MAINTENANCE OF CLASSROOM AND SCHOOL CONTROL
AND DISCIPLINE

A. A definition of the duties and the responsibilities of all teachers, administrators, coordinators, supervisors and other personnel pertaining to student discipline shall be reduced to writing by the Superintendent and presented to each teacher at the start of each school year. Where appropriate, the principal shall issue such a statement for his school.

B. 1. The Superintendent or his designee will provide specific guidelines and procedures for dealing with students suspected of drug abuse or possession of narcotics.

2. The Superintendent or his designee or the Association may call upon the Instructional Council for assistance in the development of these guidelines.

ARTICLE 16 - INSURANCE PROTECTION

It is agreed that the Board will pay full family premium for medical surgical and hospitalization insurance (Blue Cross-Blue Shield prevailing fee, 120 day plan per confinement, 365 day Rider J and Major Medical.)

ARTICLE 17 - BOOKS AND OTHER INSTRUCTIONAL MATERIALS AND SUPPLIES

Teachers shall be consulted with regard to the selection of text books, library books, and other instructional equipment.

ARTICLE 18 - DEDUCTIONS FROM SALARY

A.1. The Board agrees to deduct from the salaries of its teachers dues for the Plainfield, Union County, National, and the New Jersey Education Associations, as said teachers individually and voluntarily authorize the Board to deduct. Said monies together with records of any corrections shall be transmitted to the Treasurer of the Plainfield 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.

2. Each of the associations named above shall certify to the Board in writing, the current rate of its membership dues. Any association which shall change the rate of its membership dues shall give the Board written notice prior to the effective date of such change.

3. Additional authorizations for dues deduction may be received after August 1 under rules established by the State Department of Education.

4. The filing of notice of a teacher's withdrawal shall be prior to December 1 and become effective to halt deductions as of January 1 next succeeding the date on which notice of withdrawal is filed and as of the date prescribed by law to halt reduction as of July 1.

B. The Board agrees to deduct from teacher's salaries money to be transferred to the Union County Teachers' Federal Credit Union as said teachers individually and voluntarily authorize the Board to deduct and to transmit the monies promptly to the Union County Teachers' Federal Credit Union. Teachers may authorize these deductions to begin or end in September and January only.

ARTICLE 19 - PROFESSIONAL VACANCIES

A. All promotions paying a salary differential and/or positions on the administrative-supervisory levels of responsibility and summer school vacancies shall be adequately posted within the system in order to give currently employed personnel an opportunity to apply for said positions.

B. This Article shall not apply to acting positions. All temporary positions of an extended termination date as declared by the Superintendent shall be posted.

C. All professional vacancies shall be posted in all schools promptly as they become known.

ARTICLE 20 - INSTRUCTIONAL COUNCIL

A.1. The purpose of the Instructional Council shall be to strengthen the educational program through recommendations, research, implementation, and evaluation by the 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 Board on such matters as curriculum improvements, teaching techniques, extra-curricular programs, in-service training, pupil testing and evaluation, philosophy and educational goals of the district, teacher recruitment, research and experimentation, educational specifications for buildings, and other related matters regarding the effective operation of the Plainfield School District.

2. The Council shall consist of six (6) representatives appointed by the Superintendent and six (6) representatives appointed by the Association. Each group will have a chairman to work as equal co-chairman.

3. The Council shall be authorized to establish Study Committees for specific projects to allow for those who would be affected by Council recommendations to have an opportunity to be involved.

4. The Council shall encourage the initiation of ideas and suggestions for projects by individual teachers, departments, grade levels, Association committees, administrators, Board members, students, parents, and other interested parties.

5. Nothing in this Article shall be interpreted to prevent the Council from consulting or adding to its number such additional teachers, administrators, professional advisors, students, parents, or other persons as the original members herein designated shall determine are desirable and appropriate for said purposes.

6. 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.

7. The Council shall meet at least once a month.

B.1. The Superintendent shall consider all recommendations submitted to him by the Council and shall transmit those that he feels should come to the attention of the Board. Those not so submitted shall be returned to the Council within a reasonable period of time.

2. Reports of the Council and any Study Committee established by the Council may include minority as well as majority views.

ARTICLE 21 - MISCELLANEOUS

A. The Board and the Association agree that there shall be no discrimination, and that all practices, procedures, and policies of each party shall clearly exemplify that there is no discrimination in the treatment of teachers or pupils or in the application or administration of this Contract on the basis of race, creed, color, religion, national origin, sex, domicile, or marital status.

B. Copies of this Contract shall be reproduced at the expense of the Board and the Association on an equal basis. There shall be mutual agreement as to the type of reproduction, and the Contract shall be reproduced within thirty (30) days after the Contract is ratified unless the time is mutually extended. Copies shall be presented to all teachers.

C. Whenever any notice is required to be given by either of the parties to this Contract to the other, pursuant to the provisions of this Contract, either party shall do so by telegram or certified or registered mail at the following addresses:

If by the Association, to the Board:

Secretary
Plainfield Board of Education
504 Madison Avenue
Plainfield, New Jersey 07060
(Phone: 753-3150)

If by the Board, to the Association:

President
Plainfield Education Association
201 East Fifth Street
Plainfield, New Jersey 07060
(Phone: 561-0664)

ARTICLE 22 - SCHOOL CALENDAR

The Board and the Association agree that the in-school work year for teachers currently employed in the system shall be a maximum of 187 days and that two (2) additional orientation days for new teachers shall be required after September 1, 1973. For teachers currently employed in the system, the school year shall begin after Labor Day and end prior to June 30 and shall include, but not be limited to, the following holidays: NJEA Convention, Thanksgiving (one session November 21), Christmas (closing no later than 12:30 December 23 and reopening no earlier than January 2), Good Friday and the week following Easter Sunday.

ARTICLE 23 - NON-TEACHING DUTIES

A. The Board and Association acknowledge that a teacher's primary responsibility is to teach and that his energies should be utilized to this end.

B. Teachers shall not be required to accept collected money that is not in an envelope.

C. The Board and the Association agree that for 1973-74 school year no teacher will be required to supervise students in the cafeterias and/or lunch rooms. Teachers may be assigned to supervise the para-professionals in charge of the lunch rooms or cafeteria. The teacher who supervises the para-professional will be on call so that the aide may ask for advice as or when needed. The teacher does not have to go to the cafeteria except in case of emergency. (On the secondary level, professional duties will replace cafeteria assignments).

D. 1. Classroom or homeroom teachers need not be required to remain with students during those times when a "special" (and Properly certified) teacher is present in the classroom and conducting the lesson unless the presence of the classroom teacher is necessary to help the special teacher make his or her program effective.

2. The decision to remain should be optional on the part of the classroom or homeroom teacher.

3. As a temporary measure the principal may request the assistance and/or the presence of the classroom teacher in unusual circumstances.

ARTICLE 24 - FAIR DISMISSAL PROCEDURE

A. On or before April 30th of each year, the Board or its designee shall give to each non-tenure teacher continuously employed since the preceding September 30th either:

- (a) A written offer of a contract for employment for the next succeeding year providing for the negotiated terms and conditions of employment, with such increases in salary and benefits as may be required by law or agreement between the Board and the Association, or
- (b) A written notice that such employment shall not be offered.

B. Any non-tenure teacher who receives a notice of non-employment may within five (5) days thereafter, in writing, request a statement of reasons for such non-employment from the Superintendent or his designee which statement shall be given to the teacher in writing within the five (5) days after receipt of such request .

C. Any non-tenure teacher who has received such notice of non-employment and statement of reason shall be entitled to a hearing before the Board or its designee (s) provided a written request for hearing is received in the office of the Secretary of the Board or designee within five (5) days after receipt by the teacher of the statement of reasons.

D. The Board, or its designee, shall issue its written determination as to the employment or non-employment of said non-tenure teacher for the next succeeding school year within five (5) days after the completion of the hearing.

E. The Board will review the case and present to the teacher its written determination no later than June 15 except in case of emergency.

ARTICLE 25 - TEACHER FACILITIES

A. By the beginning of the 1973 -74 school year, each school shall have the following facilities:

1. Whenever practicable free and adequate off-street paved parking facilities, which are protected against vandalism, properly maintained, and identified exclusively for teacher use;

2. Whenever practicable space in each classroom in which teachers may store instructional materials and supplies;

3. Whenever practicable a teacher work area containing adequate equipment and supplies to aid in the preparation of instructional materials;

4. Whenever practicable a serviceable and accessible desk, chair, and filing cabinet for the exclusive use of each teacher;

5. Whenever practicable a communication system so that teachers can communicate with the main building office from their classrooms.

6. Whenever practicable well-lighted and clean teacher rest rooms, separate for each sex and separate from the faculty lounge or students rest rooms;

7. Whenever practicable a separate, private dining area for the exclusive use of the teachers;

8. Whenever practicable suitable closet space for each teacher to store coats, overshoes, and personal articles;

9. Whenever practicable copies, exclusively for each teacher's use of all texts used in each of the courses he is to teach;

10. Whenever practicable adequate chalkboard space in every classroom.

11. Whenever practicable a complete and unabridged dictionary in every classroom;

12. Whenever practicable adequate books, paper, pencils, pens, chalk, erasers and other such material required in the daily teaching responsibility.

B. Whenever necessary teachers shall be given keys to the faculty lounge and to classrooms in which they teach.

ARTICLE 26 - STUDENT TEACHERS

A. No teacher shall be assigned as a cooperating teacher without his prior approval.

B. A non-tenure teacher in his first year of employment shall not be assigned a student teacher.

C. Teachers asking for or requesting student teachers will submit such request to the principal at the end of the school year or at such time as the Board becomes aware that it needs the names of teachers who are willing to participate in teacher training of college students.

ARTICLE 27 - CLASS SIZE

The Board of Education shall strive to maintain optimum class size at all levels in order to effect maximum learning.

ARTICLE 28 - TEACHER TRANSFERS

A. Notice of a transfer or re-assignment shall be given to a teacher as soon as practicable, and except in cases of emergency, not later than seventy-five (75) calendar days prior to the effective date of the transfer.

B. An involuntary transfer or re-assignment shall be made only after a meeting between the teacher involved and the appropriate administrator, if the teacher is available, at which time the teacher shall be notified of the reason therefore. In the event that a teacher objects to the transfer or re-assignment at this meeting, upon request of the teacher, the Superintendent, or his designee, shall meet with him. The teacher may, at his option, have an association representative present at such meeting.

ARTICLE 29 - PROFESSIONAL IMPROVEMENT

A. It is at times desirable for teachers to observe other teachers and classes in and out of their own school system in order to become more proficient in their classroom work. A teacher may request his immediate superior and/or principal to grant a request for such an observation. If such an observation would be beneficial to the system and would be feasible at the time requested, the supervisor and/or principal shall grant said request.

B. The supervisor and/or principal may also request such visitations. The supervisor and/or principal shall receive a complete written report of such a visit.

ARTICLE 30 - PERSONAL AND ACADEMIC FREEDOM

The Instructional Council shall be empowered with the responsibility of formulating a statement on personal and academic freedom. The recommendation of this group will become an addendum to this Contract.

ARTICLE 31 - COMPLAINT PROCEDURE

A. Any complaint regarding a teacher made to any member of the administration by any parent, student, or other person which, in the opinion of the administrator, does or may influence evaluation of a teacher shall be drawn to the attention of the teacher.

B. The principal or immediate superior shall discuss with the teacher the full nature of the complaint.

C. If the teacher desires, and the administrator concurs, a meeting may be established with the party making the complaint.

D. The teacher shall have the right to be represented by the Association at any meetings or conferences regarding such complaint.

ARTICLE 32 - DURATION OF AGREEMENT

A. This Agreement shall be effective as of July 1, 1973, and shall continue in effect until June 30, 1974 subject to the Association's right to negotiate over a successor Agreement as provided in Article 2. This Agreement shall not be extended orally, and it is expressly understood that it shall expire on the date indicated, unless it is extended in writing.

B. In witness whereof the parties hereto have caused this Agreement to be signed by their respective presidents, attested by their respective secretaries, and their corporate seals to be placed hereon, all on the 21 day of the month of August in the year 1973.

PLAINFIELD EDUCATION ASSOCIATION

By _____, President

By _____, Secretary

PLAINFIELD BOARD OF EDUCATION

By _____, President

By _____, Secretary

SCHEDULE A

DAILY TIME SCHEDULE

	K(A)	K(B)	K(C)	(A)	(B)	(C)	HUBBARD	MAXSON	PHS	SPECIAL SUBJECTS
				Clinton Emerson Washington	Barlow Cedarbrook Cook Jefferson Stillman Woodland	Evergreen	6 7,8			
Teachers Tardy	7:55	8:15	8:15	7:55	8:15	8:15	8:10 8:10	8:10	7:55	8:15
Teachers in Class	8:00	8:20	8:40	8:00	8:20	8:40	8:15 8:15	8:15	8:15	8:20
Students Admitted	8:05	8:25	8:45	8:05	8:25	8:45	9:54 8:10	8:15	8:05	
Students Tardy	8:15	8:35	8:55	8:15	8:35	8:55	9:59 8:15	9:10	8:20	
Dismissal - AMK	10:45	11:05	11:25							
Teachers in Class	11:45	12:05	12:25							
Students Admitted	11:50	12:10	12:30							
Students Tardy	12:00	12:20	12:40							
Dismissal-Students	2:30	2:50	3:10	2:30	2:50	3:10	3:25 2:00	2:51	3:02	
Teachers Excused	3:00	3:20	3:20	3:00	3:20	3:20	3:30 3:30	3:30	3:15	3:20

Twelve month employees are expected to work administrative hours
 Teachers at Plainfield High School will not be considered tardy until 8:10 on
 Monday mornings, or on Tuesday mornings if Monday is an official school holiday.

EXTRA CURRICULAR SALARIES

SCHEDULE B

Football

Head Coach	\$2200.
Defen Coord	1400.
Co Coord (2)	1100.
Asst Varsity (2)	1000.
(10) Grade	900.
(8) Grade	650.
Asst Devel (2)	575.

Basketball - M

Head Coach	\$1450.
Asst Varsity	675.
Asst Fresh	600.
Asst Middle (2)	500.

Basketball - F

Head	\$ 650.
Middle (2)	500.

Track Outdoor

Head Coach	\$1100.
Asst Varsity	600.
Head Freshman	500.
Asst Freshman	450.
Middle	400.
Head Female	500.

Baseball

Head Coach	\$1100.
Asst Varsity	550.
Asst Freshman	500.

SCHEDULE B (cont)

Soccer

Head	\$ 850.
Asst Varsity	500.
Asst Freshman	475.

Wrestling

Head	1100.
Asst Varsity	550.
Asst Freshman	500.

Swimming

Head	1100.
Asst Varsity	550.
Asst Freshman	450.
Asst Female	550.

Cross Country

Head	600.
Asst Freshman	450.

Indoor Track

Head	550.
Asst	350.

Tennis

Head	500.
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Golf

Head	500.
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SCHEDULE B (cont)

Trainer \$1100.

Equipment 1300.

Twirlers 250.

Cheerleaders 450.

Student Activities

Band 375.

Stage Manager 650.

AV Coord 650.

Dramatics 300.

Assemblies 250.

Yearbook 300.

Newspaper 250.

Vocal Music 350.

Middle School

Sup. AV (2) 350.

Student Activities (2) 325.

Student Public (2) 350.

Units

Secondary 50.

Elementary 50.

Tennis - Girls' 450.

Student Activities

Pom Pom and Pep Squad 250.

Drill Team 250.

SCHEDULE C

DIFFERENTIALS

Department Chairman	\$ 700.
Head Nurse	700.
Guidance Counselor	300.
Class Advisors	400.

PERSONAL AND ACADEMIC FREEDOM

ADDENDUM D

The Plainfield Board of Education and the Plainfield Education Association recognize the supreme importance of the pursuit of truth and the nature of democratic citizenship. They regard as essential to these ideals the protection of the freedom to learn and the freedom to teach. They encourage the spirit of inquiry and the thoughtful formation of educational goals.

In achieving these ideals specific responsibilities rest upon the educator and the Board.

A. The educator:

1. Shall provide undistorted and reasonably complete information on the subjects for which he or she is responsible.
2. Shall not restrain students from independent investigations with access to various points of view.
3. Shall identify statements of opinion as personal points of view.
4. Shall refrain from use of the schools to promote partisan political activities.

B. The Board:

1. Shall guarantee non-interference with the educator's political rights or citizenship rights and responsibilities.
2. Shall respect the privacy of the educators personal life except when personal activities directly interfere with professional performance or violate the education laws of the state of New Jersey.
3. Shall protect the educators right and responsibility to present relevant material that does not violate the education laws of the state of New Jersey.
4. Shall require that objections to educational materials be submitted in accordance with Board policy.