

0229

11-11

Agreement

between

**The Trenton
Board of Education**

and

22 1976

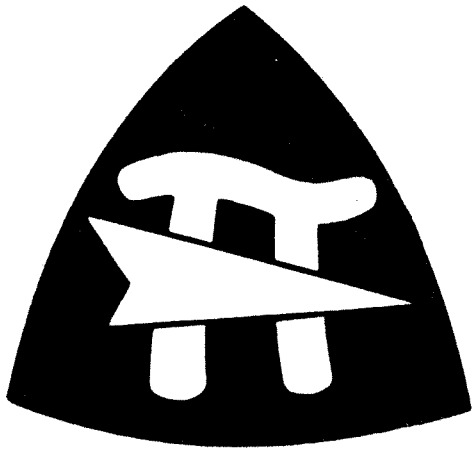
**The Trenton
Education
Association**

Mercer County

covering the period

Sept. 1, 1974 to Aug. 31, 1976

TEA - NJEA - NEA



TEA-NJEA-NEA

MUSE-IGE PROPOSAL

1974-1976

Statement of Purpose

The Board and the Association recognize that unconventional staffing patterns with respect to both professional and paraprofessional personnel are necessary to fully implement the MUSE-IGE program. It is further recognized that the staffing recommendations of the State Department of Education represent desirable goals toward this end. It is understood that final decisions in terms of staffing and educational policy herein rests with the Board.

Financial Provision for Auxiliary Teacher and Unit Leader

- A. One auxiliary teacher shall be assigned to each MUSE-IGE school. The auxiliary teacher (s) shall be paid at their appropriate step on the teachers guide plus a stipend of \$500.
- B. An addition to Schedule A of the Teachers Salary Guide shall be made that Unit Leaders within their respective IGE schools shall receive an annual stipend of \$400 above their appropriate step on the Teachers Salary Scale.

Instructional Conditions

- A. Provision shall be made in the correlation of the students' programs and the Unit Leaders' programs that three and one-half hours per week shall be set aside for Unit Leaders to do the planning for their units.
- B. Forty-five minutes per day shall be provided for teacher planning. Such time shall be prior to the arrival or immediately following the departure of the students.
- C. Two consecutive hours per week shall be provided for unit meetings and workshops. Students shall be dismissed at such times.

The parties hereby agree to incorporate the above provisions in the existing contract between the Trenton Board of Education and the Trenton Education Association covering the period September 1, 1974 to August 31, 1976. Employees eligible for stipends for school year 1973-1974 shall receive such stipends retroactive for such contract year. Both parties hereby agree to recommend the terms above to their respective parties for adoption.

David Bickford
David Bickford, President
Trenton Education Association

Pauline Colangelo
Pauline Colangelo, Chairperson
Negotiating Committee
Trenton Education Association

Barbara H. Potkay
Barbara Potkay, President
Trenton Board of Education

Salvador R. Flores
Salvador R. Flores
Superintendent of Schools
Trenton, New Jersey

**OFFICERS OF THE T.E.A.
1973-1974**

President

Marget Pack Jr. #5

1st Vice-President

Charles Stubblefield Jr. #1

2nd Vice-President

Charles Petrilak Parker

Secretary

Maureen Drugan Gregory

Treasurer

Carl Brown Columbus

**EXECUTIVE BOARD
1973-1974**

David Bickford	Mott
Anna Diehl	Trenton High School
Florence Ford	Annex
Joan Furry	Grant
Frank Mazzacco	Columbus
Ruth Palmer	Wilson
Veronica Taylor	Monument
Richard McGee	Jr. #1
Joseph Fisher	Gregory
Booker Whetstone	Trenton High
William Mills	Jr. #3
Madeline Sturm	Grant
Thelma Fears	Monument
Pauline Colangelo	Trenton High
Delores Hall	Parker

AGREEMENT

between

**THE TRENTON
BOARD OF EDUCATION**

and

**THE TRENTON
EDUCATION ASSOCIATION**

covering the period

SEPTEMBER 1, 1974

to

AUGUST 31, 1976

Adopted by the Trenton Board of Education

January 22, 1974

CONTENTS

Preamble	3
I—Recognition	3
II—Negotiation Procedure	4
III—Grievance Procedure	5
IV—Salaries	11
V—Teacher Facilities	12
VI—Use of School Facilities	13
VII—Leave Policies	13
VIII—Voluntary Transfers and Reassignments	18
IX—Involuntary Transfers and Reassignments	19
X—Student Discipline	19
XI—School Calendar	21
XII—Teaching Conditions	22
XIII—Teacher Evaluation	24
XIV—Teacher and Association Rights	26
XV—Teacher Protection	27
XVI—Professional Development and Educational Improvement	29
XVII—Class Size	31
XVIII—Relief from Non-Instructional Duties	31
XIX—Auxiliary Personnel	32
XX—Teacher Assignments	32
XXI—Vacancies, Promotions, and Special Programs	33
XXII—Blue Cross—Blue Shield—Rider J Major Medical	35
XXIII—Textbooks and Instructional Materials	35
XXIV—Teacher Files	36
XXV—Academic Freedom	37
XXVI—Substitutes	37
XXVII—Dues Deduction	38
XXVIII—Multi-Unit Schools	39
XXIX—Miscellaneous Provisions	42
XXX—Duration	42
Schedule A—Teachers' Salary Guide	44
Schedule B—School Calendar	46
Schedule C—In-Service Credit	48

PREAMBLE

In order to effectuate the provisions of Section 19 of Article I of the Constitution of the State of New Jersey and to implement Chapter 303 the Public Laws of 1968, so as to encourage and increase effective and harmonious working relationships between the TRENTON, NEW JERSEY, BOARD OF EDUCATION (hereinafter referred to as the "Board") and its professional employees represented by the TRENTON EDUCATION ASSOCIATION (hereinafter referred to as the "Association"),

THIS AGREEMENT IS MADE AND ENTERED INTO on this 22 day of January, 1974 by and between the Board and the Association.

Article I RECOGNITION

A. On November 23, 1971 a secret ballot election was conducted under the auspices of the Public Employment Relations Commission, consistent with their regulations, and Chapter 303, Public Laws of New Jersey of 1968. The Trenton Education Association was elected as the sole and exclusive representative for certain professional employees as listed below.

B. The Board recognizes the Association for the purposes of negotiations representing a unit consisting of all employees of the Board holding positions of: Classroom Teachers, Pre-kindergarten Teachers, Reading Teachers, Elementary Music Teachers, Elementary Physical Education Teachers, Helping Teachers, Home Instruction Teachers, Social Workers, Librarians, Guidance Counselors, Resource Teachers, Psychologists, Nurses, Teachers on Leave of Absence, Faculty Athletic Manager, Audio-Visual Teachers, Work-Study Advisors, Apprentice Advisors, Speech Correctionists, Learning Disability Teacher Consultants, Long Term Substitutes, and those certificated employees in similar categories, in Federal and/or State Sponsored and/or funded projects.

C. Unless otherwise indicated, employees in this unit will be hereinafter referred to as "teachers."

D. This recognition shall not impair the rights of any employee or group of employees under Section 19 of Article I of the New Jersey Constitution and Chapter 303, Public Laws of 1968.

Article II

NEGOTIATION PROCEDURE

A. 1. Not later than November 15, 1975 the parties agree to enter into professional negotiations relating to a successor agreement in accordance with the procedures set forth herein in a good-faith effort to reach agreement on all matters raised by either party concerning the terms and conditions of teachers' employment.

2. During negotiations the Board and the Association will present relevant data, exchange points of view and make proposals and counterproposals. The Board will make available to the Association for inspection all pertinent records, data and information of the School System. By January 1 of each year, the Board will provide the Association with preliminary budgetary proposals, requirements and allocations. Either party may, if it so desires, utilize the services of outside consultants and may call upon professional and lay representatives to assist in the negotiations.

3. Any Agreement so negotiated shall apply to all teachers and shall be reduced to writing and signed by the Board and Association. It is expressly understood, however, that any such agreement shall be binding upon the Board only to the extent permitted under the laws of the State of New Jersey and the United States.

B. Impasse Mediation

An impasse in negotiations shall occur if the parties concur that they are at an impasse or if they have failed to reach agreement on all topics of negotiation by January 5 of each year. In the event of an impasse, the Board and the Association shall notify the Public Employment Relations Commission. The parties will then be bound by the rules and procedures of the Public Employment Relations Commission for resolving the impasse.

C. The Board agrees not to negotiate with any teachers organization other than the Association in

regard to teachers' terms or conditions of employment during the term of Recognition.

Article III GRIEVANCE PROCEDURE

A. Declaration of Purpose

It is the purpose of this procedure to secure, at the lowest possible administrative level, equitable solutions to grievances of teachers through procedures under which they may present grievances free from coercion, interference, restraint, discrimination or reprisal, and by which the Board and its teachers are afforded adequate opportunity to dispose of their differences without the necessity of time-consuming and costly proceedings before administrative agencies and/or in the courts.

B. Definitions

1. A "grievance" is a claim by a teacher or group of teachers that he/they have suffered a personal loss or injury as a result of misinterpretation, misapplication, or violation of this Agreement, policies, or administrative decisions.

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

3. 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.

C. Structure

1. The Association shall select a School Representative for each school building.

2. The Association shall establish an Association Grievance Committee (hereinafter referred to as the AGC), which shall be broadly representative of the various elements of the professional staff included within the negotiating unit. The AGC shall consist of as many members as the Association shall deem appropriate, one of whom shall act as Chairman.

D. Procedure

Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level should be considered as maximum and every effort should be made to expedite the process. The time limits specified may, however, be extended by mutual agreement.

In the event a grievance is filed on or after June 1 which, if left unresolved until the beginning of the following school year, could result in irreparable harm to a party in interest, the time limits set forth herein shall be reduced so that the grievance procedure may be exhausted prior to the end of the school term or as soon thereafter as is practicable. A grievant shall, during and notwithstanding the pendency of any grievance, continue to observe all applicable rules and regulations and directions of the Board and Administration.

1. Level One.

(a) A teacher with a grievance shall notify his principal, or in the event he is not responsible to a principal, his immediate superior, and such principal or immediate superior shall discuss the problem in good faith with the grievant with the object of resolving the matter informally, within two (2) school days from the time he receives such notification.

(b) The principal or immediate superior shall notify the teacher orally of the disposition of the grievance within five (5) school days after such discussion.

(c) In the event that the grievant is not satisfied with the disposition of his grievance or in the event that he does not receive notice of its disposition within seven (7) school days after having notified his principal or immediate superior of the grievance, he may, within five (5) school days after receiving the notice of disposition, file a written grievance with his principal or immediate superior with a copy to the AGC.

(d) If the written grievance is not filed within thirty (30) school days after the teacher knew or should have known of the act or condition on which the grievance is based, then the grievance shall be waived. A dispute as to whether a grievance has been waived under this paragraph shall be subject to arbitration pursuant to Level Four.

2. Level Two.

(a) If the grievance is not resolved to the satisfaction of the grievant, his principal or immediate superior shall file it with the Superintendent of Schools within five (5) school days, after having received the written grievance together with a report setting forth the action or inaction taken, the efforts made and investigation conducted in attempting to resolve the grievance and a statement as to the authority relied upon by the principal or immediate superior for his position on the grievance. The principal or immediate superior shall also send a copy of this report to the AGC. In the event that the principal or immediate superior does not file the grievance and report with the Superintendent within five (5) school days after having received the written grievance, than the grievant may file his grievance directly with the Superintendent with a copy to the AGC.

(b) The Superintendent and/or his designee shall represent the administration at this level of the grievance procedure. Within ten (10) school days after the grievance is filed with the Superintendent, the Superintendent shall hold a hearing on the grievance unless the grievant states in writing that he does not desire such a hearing. The grievant and a representative of the AGC shall be present at the hearing and may present such facts as are relevant to the grievance being considered.

(c) The Superintendent shall render a written decision on the grievance within five (5) school days after the conclusion of the hearing and a copy of such decision shall be forwarded immediately to the AGC which shall notify the grievant.

3. Level Three.

(a) In the event that the aggrieved person is not satisfied with the disposition of his grievance at Level Two, or in the event no decision has been rendered by the Superintendent within five (5) school days after the conclusion of the hearing or fifteen (15) school days after the grievance has been filed with the Superintendent, he may request the AGC to appeal the grievance to the Board, in which event the AGC shall take the appeal by notifying the Superintendent in writing.

(b) The Board shall appoint two or more of its members as hearing officers to hear grievances at this

level. The hearing officers shall meet twice each month, the first meeting to take place no later than the 15th of each month and the second meeting to take place no later than the last working day of the month, unless no appeals from Level Two remain unresolved. The hearing officers shall meet with the grievant and representatives of the AGC on the grievance at his (or their) first regular meeting after the AGC has notified the Superintendent of its intention to appeal, for the purpose of reviewing the relevant facts presented at Level Two. The grievant and no more than six (6) representatives of the AGC shall be present solely for the purpose of reviewing the accuracy of the facts presented below and to certify any documentary evidence that may have been presented below. No new evidence shall be presented. The hearing officers shall present a written recommendation on the grievance to the Board within ten (10) calendar days of the hearing.

(c) The Board shall render a written decision on the grievance within twenty (20) calendar days after the recommendations of the hearing officers is presented to the Board and a copy of such decision shall be forwarded immediately to the AGC which shall notify the grievant.

(d) The Board shall not be required to hold a special meeting in order to comply with the provisions of (b) and (c) above providing, however, not more than forty (40) calendar days shall elapse between the filing of the grievance at Level Three and the Board's decision.

4. Level Four.

(a) In the event that the aggrieved person is not satisfied with the disposition of his grievance at Level Three, or in the event the time limits specified in Level Three, (b), (c), and (d) are not met, he may, within five (5) school days after being notified of the decision by the Board, request in writing that the AGC submit his grievance to arbitration. If the AGC determines that the grievance is meritorious and submitting it to arbitration is in the best interests of the Trenton School System, it may submit the grievance to arbitration by so notifying the Superintendent within fifteen (15) school days after receipt of a request for submission by the aggrieved person.

(b) The Board and the AGC shall then attempt to

agree on an arbitrator to determine the particular grievance being submitted. If no agreement on an arbitrator is reached within three (3) calendar days of the time that the request for arbitration is received by the Superintendent, then the parties shall jointly request the American Arbitration Association to select an arbitrator pursuant to its rules and procedures.

(c) The arbitrator so selected shall confer with representatives of the Board and the AGC and begin hearings not later than ten (10) calendar days after he has been notified of his selection. The arbitrator shall render his decision within five (5) calendar days after he has concluded the hearing or, if oral hearings have been waived, then from the date the final statement and proof are submitted to him.

(d) The arbitrator's decision shall be in writing and shall set forth his findings of fact, reasoning and decision on the issues submitted. The decision of the Arbitrator shall be binding only on grievances which are based on an alleged specific violation of this Agreement, except that grievances may not be submitted to arbitration if they pertain to the following:

1. No grievance shall be taken to arbitration that impinges upon the right of the Board of Education to appoint, promote, assign, and involuntarily transfer.

2. Any matter for which a method of review is provided for by law or any regulation of the State Board of Education, or the Commissioner of Education, or any matter which according to law is beyond the scope of the Board's authority or limited by law to the Board's authority alone.

3. Appointment to or lack of appointment to, retention in or lack of retention in any position. In deciding grievances, the arbitrator shall be without power or authority to make any decision contrary to, or inconsistent with, or modifying or varying in any way, the terms of this Agreement or of applicable law or rules or regulations having the force and effect of law; involving Board discretion or policy under its rules and regulations which survive this Agreement; or limiting or interfering in any way with the powers, duties and responsibilities of the Board under applicable law.

(e) The costs for the services of the arbitrator including per diem expenses, if any, and actual and

necessary travel and subsistence expenses, shall be borne equally by the Board and the Association.

E. Rights of Teachers to Representation

1. No reprisals of any kind shall be taken by the Board or by any member of the administration against any party in interest, any School Representative, any member of the AGC or any other participant in the grievance procedure by reason of such participation.

2. Any aggrieved person may be represented at all stages of this grievance procedure by a person of his own choosing, except that he may not be represented by a representative or by an officer of any teacher organization other than the Association. When a teacher is not represented by the Association, the Association shall have the right to be present and to state its views at all stages of this grievance procedure.

F. Miscellaneous

1. If, in the judgment of the AGC, a grievance affects a group or class of teachers in one or more schools, the AGC may submit such grievance in writing to the Superintendent directly, and the processing of such grievance shall be commenced at Level Two. The AGC may process such a grievance through all levels of the grievance procedure even though the aggrieved person does not wish to do so.

2. Except for the oral notification provided for in Level One, paragraph (b), all decisions rendered at Levels One, Two and Three of the grievance procedure shall be in writing setting forth the decision and the reasons therefor and shall be promptly transmitted to all parties in interest and to the Chairman of the AGC. Decisions rendered at Level Four shall be in accordance with the procedures set out in paragraph 4(d).

3. All documents, communications and records dealing with the processing of a grievance shall be filed separately from the personnel files of the participants.

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

5. All meetings and hearings under this procedure

shall not be conducted in public and shall include only such parties in interest and their designated or selected representatives heretofore referred to in this Article. Both parties agree that these proceedings shall be kept as informal and confidential as may be appropriate at all levels of the procedure.

Article IV SALARIES

A. Each teacher shall be placed on his proper step of the salary schedule as of the beginning of the 1974-75 and 1975-76 school year in accordance with the paragraph below. Any teacher employed prior to February 1 of any school year shall be given full credit for one (1) year of service toward the next increment step for the following year.

Upon initial employment, credit up to the tenth (10th) step of any salary level for teachers and nurses on the Teachers Salary Schedule shall be given for previous outside teaching experience in a duly accredited school and service in the Peace Corps or Vista not to exceed two years. Military service credit will be given at the rate of \$150 per year of service not to exceed four (4) years. Military service is not credited as teaching experience.

B. 1. Equal paychecks shall be issued and delivered to teachers on alternate Fridays. This practice shall begin no later than September 1975. There shall be two (2) pay periods in September.

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

3. Teachers shall receive their final checks in June on the last work day of their work year.

4. By June 1 of each year the pay schedule for the ensuing year shall be posted.

5. Each teacher may individually elect to have ten (10%) percent of his monthly salary deducted from his pay. These funds shall be paid to the teacher or his estate on the final pay day in June, July 1 and August 1, or upon death or termination of employment, if earlier.

Article V

TEACHER FACILITIES

A. Each school will have the following facilities:

1. Space in each classroom in which teachers may safely store personal possessions, instructional materials and supplies.

2. A conveniently located teacher work area containing adequate equipment and supplies to aid in the preparation of instructional materials.

3. An appropriately furnished room which will include a pay telephone, to be reserved for the exclusive use of the teachers as a faculty lounge. Said room will be in addition to the aforementioned teacher work area. By September 1, 1973 the Board will have installed air conditioning in two (2) faculty rooms in each of the five existing Junior High Schools. By September 1, 1974, the Board will have installed air-conditioners in the faculty rooms of the High School and all faculty rooms of Title I Elementary Schools.

4. A serviceable desk, chair and file cabinet at each teaching station for the use of the teachers assigned there.

5. Each teacher assigned full-time to a school building shall be assigned a classroom or office for his use outside of regular teaching hours, with a desk or other equivalent facility and a place to store materials and supplies for his personal use.

6. Well-lighted and clean rest rooms separate for each sex and separate from students' rest rooms.

B. Teachers shall at all times have safe and healthful conditions under which to carry out their professional duties. No hazardous conditions shall be permitted in school buildings, parking lots or exterior school premises.

C. Teachers who work in more than one (1) school building shall be assigned, in each school in which they work, an appropriate room and other facilities which permit the effective discharge of their responsibilities to their pupils.

D. The Board will continue reasonable efforts in its judgment to improve parking facilities for teachers.

In a good faith effort to implement the above-mentioned goal the Board agrees to report progress in this area to the Association at three-month intervals (or earlier, if appropriate) throughout the year.

The Association agrees to provide the Board with suggestions and pertinent data as to potential parking areas which are available and unused.

Article VI USE OF SCHOOL FACILITIES

A. The Association will have the right, subject to the school boards permit procedures, to use school buildings without cost from 3:30 p.m.-4:30 p.m. during school days for meetings. The principal of the building in question will be notified in advance of the time and place of all such meetings.

B. 1. The Association shall have the use, in each school building, of a bulletin board in each faculty lounge and teachers' dining room. The Association shall also be assigned adequate space on the bulletin board in or in close proximity to the central office in each building for official Association notices.

2. The locations of Association bulletin boards shall be agreed upon jointly by the principal and the Association building committee.

C. No teacher will be prevented from wearing pins or other identification of membership in the Association or any other teacher organization.

D. The Association shall have the right to the use of teachers' school mail boxes. Copies of distributed materials shall be forthwith furnished to the principal and assistant superintendent for personnel.

Article VII LEAVE POLICIES

A. Sick Leave

1. Teachers shall be allowed fifteen (15) days for leave because of personal illness per year. The unused portion of such leave at the end of any year shall be cumulative.

2. Additional sick leave benefits shall be considered by the Board on a per case basis and, if approved, shall be granted to teachers according to the following schedule:

Years of Service	Days of Pay Minus Substitutes Pay
3 to 6	15
6 to 11	20
11 to 16	25
16 to 21	30
21 to 26	35
26 to 31	40
31 to 36	45
36 to 41	50
after 41	55

3. To all teachers returning to the Trenton Public School System, previously accumulated unused sick leave days will be restored to that at which they left.

4. Teachers shall be given a written accounting of accumulated sick leave days no later than September 30 of each school year.

B. Illness in Immediate Family

Up to a total of three (3) days per year shall be allowed for illness in the immediate family with no loss of pay. Immediate family shall mean spouse, child, parent, brother, sister or other relative living in the same household.

C. Death in Family

All full-time employees shall be allowed five (5) days without loss of pay at the time of death for (a) immediate family which shall mean spouse, child, parent, brother or sister or (b) any other relative living in the same household, at the time of death.

D. Death of Others

With the approval of the Superintendent of Schools an employee shall be allowed an absence of one day with no loss of pay for the death of others.

E. Personal Business or Religious Holidays

Three (3) days per year shall be allowed for either personal business or religious holidays. Personal business days shall be approved in advance by the Superintendent.

F. Marriage of Employee or in Immediate Family

One (1) day shall be allowed with no loss of pay.

G. Other Emergency or Urgent Reason

With the approval of the Superintendent of Schools, absence for other emergency or urgent reasons may be allowed with loss of substitute pay.

H. Court Order

Absence by reason of subpoena shall result in no deduction from salary provided the subpoena is filed with the Secretary-Business Administrator, except where the employee is a party to the suit in which case full deduction shall be made.

I. Jury Duty

Employees subpoenaed for jury duty shall receive full pay less fee received for such service.

J. Inter-School Visitations, Conferences, Conventions

With the approval of the Superintendent of Schools no loss of pay.

K. School Holiday

A teacher may be absent on days immediately preceding or following a school holiday with the permission of the Superintendent of Schools. Request for such absence shall be filed with the Superintendent no later than three (3) days before the beginning of a holiday. Rules regulating absence due to personal illness, death in the immediate family, court order or jury duty shall not affect such absence.

L. Furlough

A furlough, with loss of pay, may be granted by the Board of Education for a definite period.

M. Sabbatical Leave

1. Study and Observation

For the purpose of study and observation, a teacher who has seven (7) or more years of service in the Trenton schools, uninterrupted by a resignation, may be granted a leave of absence by the Board of Education for a period of not more than one (1) year. Compensation shall be at the rate of half pay. Time granted for study and observation leave shall be counted for salary guide programs.

2. Rest or Travel

For the purpose of rest or travel a teacher who has twenty (20) or more years of service in the Trenton Schools, uninterrupted by a resignation, may be granted a leave of absence by the Board of Education for a period of not more than one (1) year. Compensation for travel shall be at the rate of half pay, with compensation at the rate of \$1,500 a year for rest.

3. Return from Leave

An employee granted a leave of absence for study, observation, rest or travel shall be required to serve the Trenton School System for three (3) years immediately after the expiration of such leave. In the event it is impossible for such employee to return at the expiration of the leave, he shall reimburse the Board of Education the amount paid him during the leave of absence.

N. Maternity Leave

Any female teacher shall, upon request, be granted a leave of absence without pay for maternity purposes or adoption of a child for a period of not more than two (2) years.

1. Any pregnant teacher shall be entitled to continue working as long as she is physically able to do so, and to return to her duties when physically able. At the beginning of the seventh (7) month of pregnancy, the teachers personal physician shall issue a certificate stating that the teacher is physically able to continue her duties. Concurrence of the personal physician and the school medical director may be required by the Board to establish the initial date of the maternity leave.

2. Any teacher adopting an infant child may receive similar leave which shall commence upon receiving de facto custody of said infant.

3. The teacher requesting such leave as stated above shall indicate a tentative return-to-work date on a leave request form provided, and re-confirmation of such return-to-work date shall occur at least thirty (30) days prior to such return.

**O. Exchange Teacher —
Study Grant Leave**

A teacher on leave for study and working as an exchange teacher or on a study grant from an approved Foundation will be entitled, with the approval of the Board of Education, to the place on the salary guide where he would have been placed if he had remained. This shall include teaching in United States Federal or Military organizations in foreign countries. Credit shall be given for one (1) year only.

P. Teaching Leave

Dependent upon organizational needs of the district, a teacher on tenure shall be granted a leave of absence without pay for up to two (2) years to teach or to serve as an intern in accordance with a college approved Masters or Doctoral Program, and upon return from said leave shall be placed on the salary guide in accordance with Article IV of this Agreement. However, service as an intern shall not accrue toward experience credit for guide purposes.

**Q. Caring for Sick Member of
Immediate Family**

A leave of absence, without pay, of up to one (1) year shall be granted for the purpose of caring for a sick member of the teacher's immediate family, as defined in ARTICLE VII-C, after the teacher has submitted proof satisfactory to the superintendent that such leave is necessary.

R. Military Leave

Military leave without pay shall be granted to any teacher 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 thereafter, or three (3) months after recovery of any wound or sickness at time of discharge.

S. Return from Leaves

1. Teachers returning to teaching after an authorized leave of absence shall be offered the same or similar position that they held at the time said leave was commenced.

2. All benefits to which a teacher was entitled at the time his leave of absence commenced, including unused accumulated sick leave and credits toward sabbatical eligibility, shall be restored to him upon his return from leave.

T. The Board and the Association agree to form a joint committee to study leave policies including causes, problems and remedies related to teacher absences. The committee shall begin work no later than October 1, 1974 and shall conclude prior to March 30, 1975.

Article VIII VOLUNTARY TRANSFERS AND REASSIGNMENTS

A. 1. On December 15 and May 15 of each school year, the Superintendent shall post in all school buildings a list of the known vacancies which will occur during that school year and at the beginning of the following school year.

2. Teachers who desire a change in grade and/or subject assignment or who desire to transfer to another building shall file a written statement of such desire with the Superintendent not later than May 25. Such statement shall include the grade and/or subject to which the teacher desires to be assigned and the school or schools to which he desires to be transferred, in order of preference.

B. If a teacher desires reassignment, length of service shall be an important factor in determining whether such a request shall be granted.

Article IX INVOLUNTARY TRANSFERS AND REASSIGNMENTS

A. Involuntary transfers and reassignments shall be made only when necessary in the opinion of the Superintendent.

B. Notice of an involuntary transfer or reassignment shall be given to teachers as soon as practicable, but in no event later than May 1.

C. An involuntary transfer or reassignment shall be made only after a meeting between the teacher involved and the Superintendent, at which time the teacher will be notified of the reasons therefor. In the event that a teacher objects to the transfer or reassignment at this meeting, upon the request of the teacher, the Association will be notified and the Superintendent or his designee will meet with the Association's representative to discuss the matter before the transfer or reassignment is effected.

D. A list of open positions in the school system will be made available to all teachers being involuntarily transferred or reassigned. Such teachers may request the positions, in order of preference, to which they desire to be transferred, providing, however, it is understood that such request is not binding.

Article X STUDENT DISCIPLINE

A. 1. The Board recognizes its responsibility to give all reasonable support and assistance to teachers with respect to the maintenance of control and discipline in the classroom. Whenever it appears that a particular pupil requires the attention of special counsellors, social workers, law enforcement personnel, physicians or other professional persons, the Board will take reasonable steps to provide necessary services or placement elsewhere within a reasonable time.

2. Whenever a student assaults or threatens a school employee, the School Principal shall—on application

by the teacher—take the student into custody and turn him or her over to the appropriate authorities for criminal prosecution or remedial treatment.

3. The Board will promptly develop a standard form for school employees to use for reporting cases of assault or intolerable abuse by a student.

B. The Board hereby assures teachers that it shall put its full support behind the procedures and policies hereinafter recommended and adopted by the Board in matters of discipline. The Board and the Association recognize a mutual responsibility for the enforcement of such policies.

C. A teacher may use reasonable force as is necessary to protect himself from attack, to protect another person or property, to quell a disturbance or to obtain possession of weapons or other dangerous objects.

D. Relating to student discipline, the duties and responsibilities of all administrators, coordinators, and supervisors shall be reduced to writing and presented to each teacher at the start of each school year.

E. Teachers may request special help or assistance from their appropriate supervisors, principals, or the Superintendent. Requests for Superintendent assistance shall be channeled through the principal of the building in which the teacher is employed.

F. Teachers shall receive prompt notification of a pupil in their classes who has severe physical and/or emotional problems within the knowledge of the administration.

G. 1. A teacher may exclude a pupil from his class when the grossness of the offense, the persistence of the misbehavior or the disruptive effect of the violation makes the continued presence of the student in the classroom intolerable. In such cases, the teacher will immediately furnish the principal with knowledge of the exclusion, and, within one (1) full school day, full particulars of the incident. The affected pupil will be readmitted to the classroom only upon written authorization of the principal, or when requested, by written guidelines from the principal for the future handling of this case.

2. Individual records will be maintained on student discipline and will be available to teachers.

3. School authorities will endeavor to achieve correction of student misbehavior through counselling and interviews with the child and his parents when warranted. Other measures, short of suspension, will first be exhausted. Suspension of students from school may be imposed only by a principal or his designated representative.

H. 1. The Discipline Codes established and adopted by the Board shall continue in full force and effect, subject to modification by the Board. The currently functioning Student Discipline Committee shall propose similar codes for all secondary as well as elementary schools.

2. A Committee consisting of thirteen (13) members, four (4) members appointed by the Association, four (4) members appointed by the Superintendent of Schools, two (2) parents appointed by the Parents Teachers Association, and three (3) students appointed by the Student Government Association—all mutually agreeable to the Association and the Board shall continue its work with the established Discipline Codes and shall review and recommend to the Association and the Board possible changes. Additionally, a Discipline Committee shall be established in each school.

3. The Student Discipline Committee shall meet during school hours beginning by March 15, 1972 and thereafter, as necessary, to develop the *Administrative Guidelines* by the end of the 1971-72 school year.

4. Teacher members of the Committee shall be released from all other school duties, with no loss of pay, at times when the Committee is scheduled to meet.

Article XI SCHOOL CALENDAR

A. The school calendar shall be set forth as an Appendix to this contract for information purposes only and is not to be construed as contractual.

B. Prior to March 1 of each year, the association representatives shall meet with the Superintendent and make their recommendations concerning the school calendar. Final determination of the school calendar shall rest with the Board after consultation with the

Association, as well as amendment thereof for good reason, subject also to the right of the Association to seek clarification and make recommendations.

C. The in-school work year of teachers employed on a ten (10) month basis (other than new personnel who may be required to attend an additional two (2) days of orientation) shall not exceed one-hundred-eighty-five (185) days. The in-school work year shall include days when pupils are in attendance, orientation days and any other days on which teacher attendance is required.

D. In the event it becomes necessary for any reason to add school days not set forth in the calendar so as to make up the required one-hundred-eighty (180) days of school, then and in that event, the additional required days shall be scheduled at the end of the school calendar set forth in Schedule B.

Article XII TEACHING CONDITIONS

A. School Day

1. Teachers shall indicate their presence for duty by placing their signature in the appropriate column on the faculty sign-in, sign-out roster, or by the use of the automatic check-in procedure.

2. The regular school day for assigned teaching, planning and consultation functions including arrival and departure shall consist of no more than seven (7) hours which shall include a lunch period.

3. Any teacher who is required to work on a regular assignment beyond the regular teacher in-school work day as defined in paragraph 2 above shall be compensated.

4. Special Education teachers shall not be required to remain beyond the student dismissal. Efforts shall be made to develop and implement a uniform dismissal time.

B. Lunch Periods

1. Secondary school teachers shall have a duty-free lunch period with a minimum time equivalent to the length of the students' lunch period in conformance to

state law. All teachers in the elementary schools shall have a duty-free lunch period of one (1) hour. Elementary teachers may be required to supervise lunch programs on a rotating basis where the best interests of the pupils are served.

2. Teachers may leave the building without permission during their duty-free lunch period.

C. Preparation Periods

1. All secondary teachers shall, in addition to their lunch period, have at least one (1) preparation-conference period each day, during which they shall not be assigned to any other duties, except in times of emergencies.

2. In elementary classes, building principals shall be encouraged to utilize specialists in a manner which would make available preparation periods. When an elementary class is receiving instruction from a teaching specialist on a regularly assigned basis, the regularly assigned teacher may use this time for preparation. The Principal may require an individual teacher to remain with the class.

D. Teaching Load

1. Secondary teachers assigned on a departmental basis shall not be required to prepare more than two (2) subject matter teacher preparations.

2. Teachers in the Junior and Senior High Schools shall not have more than five (5) teaching periods.

3. The daily teaching load in the elementary school shall not exceed five and one-quarter ($5\frac{1}{4}$) hours of instructional time.

4. Concerning all pupil contact periods (e.g., Hall Supervisors and Study Hall Supervisors, etc.) not considered teaching periods, the Board agrees that every effort will be made to effect equitable distribution of these type duties among all staff members.

E. Meetings

1. Building-based teachers may be required to remain after the end of the regular work day, without additional compensation, for the purpose of attending faculty or

other professional meetings two (2) days each month. Such meetings shall begin no later than fifteen (15) minutes after the student dismissal time and shall run for no more than forty-five (45) minutes. The meetings referred to herein may be extended by fifteen (15) additional minutes if necessary to complete the purpose for which the meeting was called.

2. When feasible, notices for faculty meetings shall be given to the teachers involved at least three (3) days prior to the meeting. Teachers shall have the opportunity to suggest items for the agenda.

F. Exceptions

Exceptions to the provisions of sections A, B, C, D, and E of this Article may be made only in case of emergency.

G. Miscellaneous

1. Teacher participation in field trips extending over a weekend, shall be compensated.

2. Teachers shall be encouraged to accept the professional responsibility of supervising a student teacher when requested; however, acceptance of this assignment shall not be mandatory.

3. Class instruction shall not be interrupted except in cases of emergency, in which event teachers, shall be notified of class interruptions as soon as practicable.

4. Any teacher, who in pursuance of assigned school duties is required to travel from one location to another during the course of a school day and for whom a car is not supplied, shall be reimbursed at the rate of twelve (12¢) per mile.

Article XIII TEACHER EVALUATION

A. Teachers shall be evaluated only by persons certificated by the New Jersey State Board of Examiners to supervise instruction.

B. Teachers shall be given a copy of their rating or any other written evaluation of their work prepared by their supervisors at least one (1) day before any conference to discuss it. A teacher shall have the right to

discuss such rating or evaluation with his superiors before it is submitted to the central administration or put in their personnel files, provided that such request for discussion is made within five (5) school days after the teacher receives a copy of the rating or evaluation and has signed one (1) copy thereof as having been read.

C. Any complaints regarding a teacher made to any member of the administration by any parent, student, or other person which are used in any manner in evaluating a teacher shall be promptly investigated and called to the attention of the teacher. The teacher shall be given an opportunity to respond to and/or rebut such complaint and shall have the right to be represented by the Association at any meetings or conferences regarding such complaint.

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

E. During the period of this Agreement the superintendent shall meet with a joint committee, three (3) appointed by the superintendent and three (3) appointed by the Association, with the view toward developing teacher evaluation procedures.

F. Final evaluation of a teacher upon termination of his employment shall be concluded prior to severance and no documents and/or other material shall be placed in the personnel file of such teacher after severance except as in accordance with the procedure set forth in this Article.

G. If, in the teacher's judgement, an evaluation may affect his continuous employment, the matter shall be subject to the Grievance Procedure, to the level of the Board but shall not be a proper subject for arbitration.

H. In the event of a claim by a teacher that his evaluation is not factually correct, said claim shall be investigated on behalf of the Board of Education; and if the claim is found to be valid, said evaluation shall be amended so as to accurately reflect the situation.

Article XIV TEACHER AND ASSOCIATION RIGHTS

A. All teachers shall have the right to freely organize, join and support the Association for the purpose of engaging in professional negotiations and other concerted activities for mutual aid and protection. Consistent with the Code of Ethics of the Education Profession, membership in the Association shall be open to all teachers regardless of race, creed, sex, marital status, or national origin.

B. The provisions of this Agreement and the wages, hours, terms and conditions of employment shall be applied in a manner which is not arbitrary, capricious or discriminatory and without regard to race, creed, religion, color, national origin, age, sex, or marital status.

C. The Board shall grant leave without pay to the president of the Association during his term in office, if so requested.

D. 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 set forth.

E. The Association President shall have the right to be introduced and if necessary, present brief remarks concerning the Association to the new teachers at their orientation program.

F. 1. Pursuant to Chapter 303, proposed new rules or modifications of existing work rules, shall be negotiated with the majority representative before implementation.

2. No existing Board policies, instructions, or handbooks shall in any way limit the rights granted teachers in this Agreement. Any portion of the existing documents that is inconsistent with this Agreement shall be ineffective.

3. This Agreement shall not be interpreted or applied to deprive teachers of professional advantages heretofore enjoyed unless expressly stated herein.

G. Whenever any teacher is required to appear before the Board or any committee, member, representative or agent thereof 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, then he shall be given prior written notice of the reasons for such meeting or interview and shall be entitled to have a representative of the Association present to advise him and represent him during such meeting or interview.

H. Any question or criticism by a supervisor, administrator, or Board member of a teacher and his instructional methodology shall be made in confidence and not in the presence of students, parents, or other public gatherings. Criticism of any staff member shall be in complete confidence. Conversely, teachers will observe the same professional courtesy toward the administration as set forth above.

I. The Board agrees that the President of the Association shall meet with the Building Principal concerning the reduction and the arrangement of his schedule.

J. Whenever any representative of the Association or any teacher participates during working hours in negotiations, grievance proceedings, conferences, or meetings, he shall suffer no loss in pay or other benefits, when required by the administration.

Article XV TEACHER PROTECTION

A. Teachers shall not be required to work under unsafe or hazardous conditions or to perform tasks which endanger their health, safety or well-being. Recommendations of the arbitrator relative to alleged violations of this statement shall be advisory only.

B. A school nurse shall be scheduled to be in each building for all or portion of a day.

C. No action shall be taken upon any complaint directed toward a teacher, nor shall any notice thereof be included in said teacher's personnel file unless such matter is promptly reported in writing to the teacher concerned.

D. 1. The Board assumes responsibility for any assault to the teacher or his person while acting properly in the discharge of his duties or within the scope of his employment or under the direction of the Board or its designee.

2. When absence arises out of or from such assault or injury, the teacher shall not forfeit any sick leave or personal leave. Any claim, demand, suit, or judgement arising from such assault or injury shall be honored by the Board.

3. The Board shall render all reasonable assistance to the teacher in connection with the incident by law enforcement and judicial authority.

4. Teachers shall immediately report cases of assault suffered by them in connection with their employment to their principal in writing.

5. This report shall be forwarded to the Board which shall comply with any reasonable request from the teacher for information in its possession relating to the incident or the persons involved, and shall act in appropriate ways as liaison between the teacher, the police and the courts.

6. If criminal or civil proceedings are brought against a teacher alleging that he 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 reasonable counsel fees incurred by him in defending the proceeding.

7. Whenever a teacher is absent from school as a result of personal injury, caused by an assault arising out of and in the course of his employment, compensable under the New Jersey workmen's compensation laws, he shall be paid his full salary for the period of such absence for up to one (1) calendar year without having such absence charged to the annual sick leave or the accumulated sick leave provided in N.J.S.A. 18:13-23.8. Salary payments allowable under this section with reference to such injury shall be made for absence during the waiting period for which no temporary disability compensation is allowed under the New Jersey workmen's compensation laws, and during but not

beyond the period for which the teacher is entitled to receive for such injury a temporary disability benefit under the said workmen's compensation laws. Any amount of salary payable pursuant to this Section shall be reduced by the amount of any workmen's compensation award for temporary disability due to the said assault injury for the period for which such salary is paid. The Board shall have the right to have the teacher examined by a physician designated by the Board for the purpose of establishing the length of time during which the teacher is temporarily disabled from performing his duties; and, in the event that there is no adjudication in the appropriate workmen's compensation proceeding of the period of temporary disability, the opinion of the said physician as to the said period shall control. This Section applies only to assaults occurring after July 1, 1968.

Article XVI PROFESSIONAL DEVELOPMENT AND EDUCATIONAL IMPROVEMENT

A. The Board and the Association support the principle of continuing training of teachers, since in our rapidly changing society teachers must constantly review curricular content, teaching methods and materials, educational philosophy and goals, social change, and other topics related to education. The Board recognizes that it shares with its professional staff responsibility for the upgrading and updating of teacher performance and attitudes. These objectives can best be achieved by hiring only fully certified and qualified applicants, an active in-service program, encouraging teachers to seek advanced training and degrees, and encouraging teachers to actively participate in professional organizations in their areas of specialization.

B. To this end the Board agrees:

1. To hire only teachers holding approved certificates for every regular assignment.
2. To provide workshops, conferences, and programs during school hours designed to improve the quality of instruction at such times and under such circumstances as the administration shall deem proper.

3. To cooperate with the Association in arranging after-school courses, workshops, conferences, and programs designed to improve the quality of instruction. Teachers shall determine for themselves whether such activities are applicable and worthwhile. Attendance shall be voluntary; however, in-service credit may be earned under the prevailing rate. (See Schedule C.)

4. To grant full pay to teachers for the purpose of attending conferences, workshops, and meetings of professional organizations in their areas of specialization which are approved by the Superintendent.

C. To encourage further graduate study, teachers enrolled in an administratively approved master's or doctoral program in accordance with board policy effective July 1, 1969, will be paid tuition grants up to \$240.00 per year for six (6) graduate credits.

D. The Board and the Association agree that to effectuate continuing staff development according to the principles stated in section A above, a committee of seven (7) shall be established no later than March 1 to implement a program to these ends. The committee shall be composed of four (4) appointed by the Association and three (3) appointed by the superintendent. Teacher participation in any program referred hereto shall be voluntary. The committee shall consider programs which can be implemented on an ongoing basis throughout the year for two (2) hours after school once or twice per month and for two (2) school days at the end of the school year. The committee shall be free to consider but not be limited to: subjects for staff activities, staff remuneration for attendance, involving consultants and speakers, and scheduling programs. There shall be no implementation of any programs heretofore referred in this section unless mutually agreeable to the parties.

E. There shall be a standing committee of eleven (11), six (6) by the Association and five (5) by the superintendent. The committee shall study levels of teacher evaluation, performance criteria and student achievement. The committee shall submit its report with recommendations to the superintendent and the Association no later than May 1, of each school year.

Article XVII CLASS SIZE

A. The goal for class size will be to maintain academic classes not in excess of twenty-five (25) pupils. Immediate steps will be taken so as to assure that no academic class will be maintained at a level in excess of thirty (30) pupils for the 1974-75 and 1975-76 school year.

B. There shall be a committee of six (6) appointed, three (3) by the superintendent and three (3) by the Association for the purpose of studying all problems in relation to class size and for meeting the principles as above enunciated. They shall report thereon to the superintendent at such times as may be requested by three (3) members of the committee.

Article XVIII RELIEF FROM NON-INSTRUCTIONAL DUTIES

A. The Board and the Association acknowledge that a teacher's primary responsibility is teaching and planning for instruction and that his energies should be utilized exclusively to this end. There shall be a committee of six (6), three (3) appointed by the superintendent and three (3) by the Association, to develop during the contract year a definitive plan to more effectively have teachers relieved of non-teaching duties where practicable in accordance with the first sentence hereof. The superintendent shall convene said committee no less than three (3) times during the school year; the first meeting no later than October 16, 1972, the second meeting no later than January 15, 1973, and the third meeting no later than April 16, 1973.

B. The Board and the Association recognize that employment of teacher aides and school aides are useful and necessary in order to implement this principle.

C. 1. Teachers shall not be required to drive students to activities which take place away from the school building. A teacher may do so voluntarily, however, with the advance approval of his principal or immediate

supervisor. He shall be compensated at the rate of twelve (12¢) cents per mile for the use of his own automobile.

2. Teachers will be relieved from correcting standardized tests used at the direction of the Board or the Administration, unless mandated by State Law. This shall not apply to tests initiated within any Department.

3. Teachers shall not be required to keep registers.

D. There shall be in all Junior High School Cafeterias at least two security guards, administrators, and teachers present during all lunches. Teachers shall be assigned cafeteria duty on an equitable rotating basis.

Article XIX AUXILIARY PERSONNEL

A. The Board has budgeted for the following auxiliary personnel positions:

11 Special-Education Teachers

B. It is agreed the Board and the Association will continue the committee to study and make recommendations to the Board for special services to help children with learning and behavior problems.

C. For the 1973-74 school year, the Board will employ auxiliary personnel under the Title I program financed by the Federal Government, it being understood that this provision shall apply only to the school year 1973-74. The Board will not be required to continue any Title I program if Title I funds are not available. The Board agrees to consult with the Association if funding cutbacks occur and result in material problems involving priorities of existing programs.

Article XX TEACHER ASSIGNMENTS

A. The Superintendent shall assign all newly elected personnel to their specific positions which, except for substitute teachers, shall be within the type of service for which the teacher has been employed. The Super-

intendent shall give notice of assignments to new teachers as soon after appointment as practicable.

B. Currently employed full-time teachers shall be notified in writing of their programs for the coming school year, including the schools to which they will be assigned, the grades and/or subjects that they will teach, and any special or unusual classes that they will have, as soon as practicable, but not later than June 1, if feasible.

C. Teacher assignments shall be made without regard to age, sex, race, creed, color, religion, nationality, marital status or ancestry, unless based upon a bona fide occupational qualification.

D. Teachers shall be notified of their contract and salary status for the the ensuing year no later than April 30.

Article XXI VACANCIES, PROMOTIONS, AND SPECIAL PROGRAMS

A. 1. All vacancies in promotional positions, including specialist and/or special projects teachers and positions funded by the Federal Government, shall be posted in every school clearly setting forth a description of and the qualifications for the position, including the duties and salary, and the filing dates for application. All promotional vacancies that occur during the summer shall be advertised in the general news section of both local newspapers.

2. When school is in session, such notice shall be posted as far in advance as practicable, ordinarily at least fifteen (15) school days before the final date when applications must be submitted and in no event less than five (5) school days before such date.

3. Teachers who desire to apply for such vacancies shall submit their applications in writing to the Superintendent within the time limit specified in the notice. All applications shall be acknowledged in writing by the Superintendent's office.

B. 1. Each applicant who meets the qualifications for a vacancy shall be interviewed by a committee appointed by the Superintendent, and a record of the interview

shall be filed with the application. Interview ratings for each applicant shall be prepared independently by each member of the committee.

2. The committee shall then combine the independent interview ratings, which shall include the applicant's formal training and professional experience in the Trenton School System into a total rating.

3. All applicants shall be placed on a ranked list according to their total ratings.

4. Selection for a vacancy shall be made from among the three (3) top ranking applicants by the superintendent of Schools with the approval of the interviewing committee.

C. All appointments to the aforesaid vacancies shall be made without regard to age, sex, race, creed, color, religion, nationality, marital status, or ancestry, unless based upon a bona fide occupational qualification.

D. Promotional positions are defined as follows: positions paying a salary differential and/or positions on the administrator-supervisory level, including but not limited to positions as supervisor, director, principal, vice-principal, and department head.

E. All new openings for summer positions and any evening school vacancies, will be adequately publicized in each school building as early as possible and teachers who have applied for such positions will be notified of the action taken regarding their applications as early as reasonable. Under normal circumstances, new summer positions and evening school openings will be publicized not later than the preceding May 1 and teachers will be notified of the action taken not later than June 1 and September 1, respectively.

F. Whenever State and/or Federal funds in addition to and/or in excess of those amounts previously anticipated for the fiscal year(s) covered by this Agreement have been appropriated, the Board shall inform the Association of the Board's notification of the amounts to be received in such subsequent State and/or Federal appropriations.

Article XXII
BLUE CROSS-BLUE SHIELD—
RIDER J
MAJOR MEDICAL

A. The Board shall pay (as qualified below) the premium for medical benefits coverage under the New Jersey Blue Cross Hospital Service Plan and the New Jersey Blue Shield Medical-Surgical Plan. The obligation of the Board shall be to pay the employee only rate for each type of plan and fifty (50) percent of the additional cost of family coverage. Further, the Board shall pay the full premium for Rider J and Major Medical for each type of plan.

A substantially equivalent plan may be substituted, provided that such plan shall be mutually agreeable to the Board and the Association.

B. The Board shall make deductions from the salary of each teacher covered by the New Jersey Blue Cross Hospital Service Plan and the New Jersey Blue Shield Medical-Surgical Plan, who requests that such deductions be made, for the purpose of payment of the employees portion of full family coverage or its equivalent as agreed upon.

C. The Board will assume administrative costs for a payroll deduction dental program, if such is requested by the Association.

Article XXIII
TEXTBOOKS AND
INSTRUCTIONAL MATERIALS

A. 1. The Board agrees that it will provide sufficient textbooks to insure that each pupil in the classroom has use of copies of assigned textbooks as may be appropriate and required.

2. In the event a teacher's order for books or supplies must be altered, the teacher shall be consulted regarding priorities on the original list.

3. A dictionary appropriate to classroom needs shall be provided in each classroom in grades 4 through 12.

B. 1. Teachers who use particular textbooks, other instructional materials, and equipment shall be directly involved with supervisors and directors in making the initial recommendation for the purchase of additional textbooks and other instructional materials, changes in such materials or selection of new materials.

2. The teacher at his option may periodically submit proposed changes or selection of new materials and equipment. The administrator may communicate these recommendations to the appropriate Board agent for possible purchase, with particular attention to teacher recommendations as stated above.

C. Textbooks and instructional materials in all subject areas and at all grade levels shall be selected so as to best: (1) show the cultural diversity and pluralistic nature of our society in both textual and illustrative material and (2) reflect the most recent authoritative scholarship on the history and roles of various racial, ethnic, and religious groups and their prominent representatives in American life.

Article XXIV TEACHER FILES

A. Official teacher files shall be maintained in accordance with the following procedures:

1. Administrators will be encouraged to place in the file information of a positive nature indicating special competencies, achievements, performances, or contributions of an academic, professional or civic nature. All material received from and signed by responsible sources concerning a teacher's conduct, service or character may be placed in the file.

2. The teacher shall be given the opportunity to review the contents of his file by request in writing. This opportunity represents the implementation of the democratic concept that the individual has the right to be fully aware of any developments that concern his actions. It shall be the responsibility of the central administration, when requested in writing, to arrange a convenient appointment with each teacher which will enable that teacher to have ample time to fully review any and all documents in his file.

3. A teacher will be notified of any material of a derogatory nature to be placed in his personnel file.

4. The teacher has the right to reply to any document by letter to the Superintendent of Schools. This letter will be discriminately placed in the file.

5. A representative of the Association may, at the teacher's request, accompany the teacher while he reviews his file.

Article XXV ACADEMIC FREEDOM

A. The Board and the Association seek to educate young people in the democratic tradition, to foster a recognition of individual freedom and social responsibility, to inspire meaningful awareness of and respect for the Constitution and the Bill of Rights, and to instill appreciation of values of individual personality. It is recognized that these democratic values can best be transmitted in an atmosphere which is free from censorship and artificial restraint upon free inquiry and learning, and in which academic freedom for teacher and student is encouraged.

B. Academic freedom shall be guaranteed to teachers, and no special limitations shall be placed upon study, investigation, presenting and interpreting facts and ideas concerning man, human society, the physical and biological world and other branches of learning subject only to accepted standards of moral, legal, ethical and educational responsibility.

C. Freedom of individual conscience, association and expression will be encouraged and fairness in procedures will be observed both to safeguard the legitimate interests of the schools and to exhibit by appropriate examples the basic objectives of a democratic society.

Article XXVI SUBSTITUTES

A. The Board agrees at all times to maintain an adequate list of substitute teachers. Once a teacher has reported unavailability, it shall be the responsibility of the administration to arrange for a substitute teacher.

B. Since it is desirable for each teacher to use an uninterrupted preparation period each day, the assignment of a regular teacher as a substitute, thereby depriving him of his preparation period, shall be permitted only in case of emergency. No teacher shall be relieved of his regular assignment to act as a substitute, except in cases of emergency.

C. All per diem substitutes shall be paid at the rate of \$25 per day.

D. Long-Term Substitutes—Long-term substitutes shall be paid at the annual rate of \$6,000. They shall be entitled to fifteen (15) sick days per year.

Long-term substitutes as defined shall include resident substitutes or personnel assigned to a building for a continuous period of time, exceeding thirty (30) days.

E. Any long-term substitute as defined above that is certificated shall be paid at the annual rate of the minimum salary step of this Agreement (\$8,730 for 1974-75) and (\$9,200 for 1975-76).

Article XXVII DUES DEDUCTION

A. The Board agrees to deduct from the salaries of its employees dues for the Trenton Education Association, the Mercer County Education Association, the New Jersey Education Association and the National Education Association, as said teachers individually and voluntarily authorize the Board to deduct. Such deductions shall be made in compliance with Chapter 310 of the Laws of 1967 (NJSA 52:14-15.9e) and under rules established by the State Department of Education. Said monies will be transmitted promptly by the 15th of each month to the treasurer of the Trenton Education Association who in turn will transmit such monies to the New Jersey Education Association. Teacher authorization shall be in writing in the form set forth below.

B. Authorization to deduct association membership dues

- | | |
|----------------------------|---------------|
| 1. Name | Soc. Sec. No. |
| School Building | District |
| 2. To: Disbursing Officer | |
| Trenton Board of Education | |

I hereby request and authorize the above named Disbursing Officer to deduct from my earnings an amount sufficient to provide for the payment of those yearly membership dues as certified by the organizations indicated in equal monthly payments for all or part of the current school year and for succeeding school years. I understand that the Disbursing Officer will discontinue such deductions only if I file such notice of withdrawal as of the January 1 next succeeding the date on which notice of withdrawal is filed. I also agree that upon termination of employment, the Disbursing Officer shall deduct any remaining amount due for that current school year. I hereby waive all right and claim for said monies so deducted and transmitted in accordance with this authorization, and relieve the governing board and all of its officers from any liability therefor.

3. I designate the Trenton Education Association to receive dues and distribute according to the organization indicated.

C. The Association named in Section B 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.

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

E. The filing of notice of an employee'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.

Article XXVIII MULTI-UNIT SCHOOLS

Contract language regarding multi-unit schools to be inserted here when negotiations are completed.

**Contract language regarding multi-unit schools
to be inserted here when negotiations are
completed.**

**Contract language regarding multi-unit schools
to be inserted here when negotiations are
completed.**

Article XXIX MISCELLANEOUS PROVISIONS

A. It is agreed that the cost of professionally printing 3,000 copies of this Agreement shall be borne equally by the Board and the Association.

The format of said Agreement and arrangements for printing of same shall be made by the Association.

B. 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.

C. The Trenton Board of Education on its own behalf and on behalf of the taxpayers of the district hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and the Constitution of the State of New Jersey, and of the United States.

D. If any provision of this Agreement or any application of this Agreement to any employee or groups 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.

Article XXX DURATION

The provisions of this Agreement shall be effective as of 12:01 a.m. September 1, 1974 and shall remain in full force and effect until 12:01 a.m. August 31, 1976 subject to the Association's right to negotiate over a Successor Agreement as provided in Article II of this Agreement.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals on this September 11, 1974.

**BOARD OF EDUCATION OF THE CITY OF
TRENTON, NEW JERSEY**

FOR THE BOARD:

BARBARA POTKAY
President

JOSEPH GENNELLO
RICHARD LLOYD
Negotiating Committee Members

TRENTON EDUCATION ASSOCIATION

FOR THE ASSOCIATION:

MARGET PACK
President

CHARLES STUBBLEFIELD
Vice President

NEGOTIATING COMMITTEE
(Board)
Joseph Gennello
Richard Lloyd

NEGOTIATING COMMITTEE
(Association)
Patricia Korp – Columbus
Marget Pack – Jr. #5
Madeline Sturm – Grant
Gilbert Williams – Jr. #3
Pauline Colangelo – Trenton High
Lillian Duncan – Jr. #5
Jacqueline Tolbert – Jr. #3
Virginia Simonson – Grant
William Solomon, Jr. – Trenton High
David Bickford – Mott
Charles Stubblefield – Jr. #1
Carol Minotti – Monument
Ruth Palmer – Wilson

SCHEDULE A TEACHERS' SALARY GUIDE 1974-75

Step	Non-Degree	4 Yrs.	5 Yrs.	6 Yrs. or M.A.	6 Yrs. W/M.A.	7 Yrs.	7 Yrs. W/M.A.
0	\$8,130	\$8,730	\$9,130	\$9,530	\$9,730	\$9,930	\$10,130
1	8,430	9,030	9,430	9,830	10,030	10,230	10,430
2	8,730	9,330	9,730	10,130	10,330	10,530	10,730
3	9,030	9,630	10,030	10,430	10,630	10,830	11,030
4	9,380	9,980	10,380	10,780	10,980	11,180	11,380
5	9,730	10,330	10,730	11,130	11,330	11,530	11,730
6	10,080	10,680	11,080	11,480	11,680	11,880	12,080
7	10,505	11,105	11,505	11,905	12,105	12,305	12,505
8	10,955	11,555	11,955	12,355	12,555	12,755	12,955
9	11,405	12,005	12,405	12,805	13,005	13,205	13,405
10	11,855	12,455	12,855	13,255	13,455	13,655	13,855
11	12,330	12,930	13,330	13,730	13,930	14,130	14,330
12	12,830	13,430	13,830	14,230	14,430	14,630	14,830
13	13,355	13,955	14,355	14,755	14,955	15,155	15,355
14	13,915	14,515	14,915	15,315	15,515	15,715	15,915

TEACHERS' SALARY GUIDE 1975-76

Step	Non-Degree	4 Yrs.	5 Yrs.	6 Yrs. or M.A.	6 Yrs. W/M.A.	7 Yrs.	7 Yrs. W/M.A.
0	\$8,600	\$9,200	\$9,600	\$10,000	\$10,200	\$10,400	\$10,600
1	8,925	9,525	9,925	10,325	10,525	10,725	10,925
2	9,250	9,850	10,250	10,650	10,850	11,050	11,250
3	9,600	10,200	10,600	11,000	11,200	11,400	11,600
4	9,950	10,550	10,950	11,350	11,550	11,750	11,950
5	10,350	10,950	11,350	11,750	11,950	12,150	12,350
6	10,750	11,350	11,750	12,150	12,350	12,550	12,750
7	11,200	11,800	12,200	12,600	12,800	13,000	13,200
8	11,650	12,250	12,650	13,050	13,250	13,450	13,650
9	12,100	12,700	13,100	13,500	13,700	13,900	14,100
10	12,550	13,150	13,550	13,950	14,150	14,350	14,550
11	13,025	13,625	14,025	14,425	14,625	14,825	15,025
12	13,525	14,125	14,525	14,925	15,125	15,325	15,525
13	14,100	14,700	15,100	15,500	15,700	15,900	16,100
14	14,750	15,350	15,750	16,150	16,350	16,550	16,750

**ADDITIONS TO SCHEDULE A—
1974-75 and 1975-76**

1. Range for resource teachers and faculty athletics manager:

Increment \$500. 13,000—17,015 (1974-75)

13,000—17,850 (1975-76)

2. Range for Psychologists:

Increment \$600. 14,200 — 19,550

3. Longevity (experience in Trenton plus credited experience outside of Trenton.)

20 years additional \$400.

30 years additional \$400.

35 years additional \$200.

40 years additional \$200.

4. Persons upon earning a doctorate will receive an additional \$700 which also will be reflected in their maximum.

Resource teachers, faculty athletic manager and psychologists shall receive salary increases equaling \$815 for the first year of this Agreement and \$835 for the second year of this agreement, except that no psychologist shall receive salary increases which shall cause his salary to exceed the present maximum of \$19,550.

It is further understood that psychologists' hours shall remain as presently constituted for the duration of this agreement.

**SCHEDULE B
TRENTON PUBLIC SCHOOLS
Trenton, New Jersey**

School Calendar for 1974-75

1974

Wednesday	August 28	Orientation – New teachers
Thursday	August 29	Orientation – New teachers
Tuesday	September 3	Orientation – Staff
Wednesday	September 4	Schools Open
Monday	October 14	Schools Closed – Columbus Day Observance
Monday	October 28	Schools Closed – Veteran's Day Observance
Thursday	November 7	Schools Closed – N.J.E.A. Convention
Friday	November 8	Schools Closed – N.J.E.A. Convention
Wednesday	November 27	Schools Close after 4 hour session for Thanksgiving Recess
Monday	December 2	Schools Re-open
Friday	December 20	Schools Close after a full-day session for Christmas Vacation

1975

Monday	January 6	Schools Re-open
Wednesday	January 15	Schools Closed – Martin Luther King's Birthday Observance
Friday	February 14	Schools Closed – Mid-winter Recess
Monday	February 17	Schools Closed – Washington's Birthday Observance
Friday	March 21	Schools Close after a full-day session for Spring Vacation
Monday	March 31	Schools Re-open
Friday	May 30	Schools Closed – Memorial Day Observance
Thursday	June 19	4 Hour Session – Last Day for Pupils
Friday	June 20	4 Hour Session – Last Day for Teachers

September	19
October	21
November	17
December	15
January	19
February	18
March	16
April	22
May	21
June	14

182 Pupils
184 Teachers

Schedule B
TRENTON PUBLIC SCHOOLS
TRENTON, NEW JERSEY

School Calendar for 1975-76

SCHEDULE C

In-Service Credit

Activities Approved for Training Level Advanced (certificated personnel)

1. College or university study at an advanced level.
2. Participation on system-wide curriculum committees under the following conditions:
 - a. Participant will be selected for his potential to make a valuable contribution.
 - b. Participant may receive three (3) credits for thirty (30) hours of committee work in each semester.
3. Attendance at professional conferences and conventions when the subject matter is allied to the employee's job responsibilities. Such attendance shall be on the employee's own time and at his expense. This activity may be credited at one-fourth (1/4) point to two (2) points depending upon the following conditions:
 - a. The relationship of the experience to the employee's job responsibilities.
 - b. The length or duration of the activity.
 - c. The completion of a prescribed evaluation form.
4. All future credit for curriculum conferences, conventions, seminars, and the like, must be documented as to attendance.

It shall be the responsibility of the individual teacher to provide approved and properly authenticated documentation of credit submitted for in-service credit.

ADDENDUM

MULTI-UNIT SCHOOLS — ELEMENTARY

The Board and the Association agree to postpone negotiations with regard to innovative programs until November 1, 1973. Agreements reached after that time will become an addendum to the 1973-74 teachers' contract and shall be effective immediately.

NOTES

MEMBERS OF THE BOARD

Barbara Potkay

President

Frank Hutchinson

Vice President

Mr. Peter Contardo

Mr. Mahlon Thomas

Mr. Arthur Anderson

Dr. Francis Caputo

Joseph Gennello

Richard Lloyd

Robert Lawrence

NEGOTIATING COMMITTEE

Joseph Gennello

Richard Lloyd

NOTES
