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Contract Agreement

between

The Paterson Board of Education

and

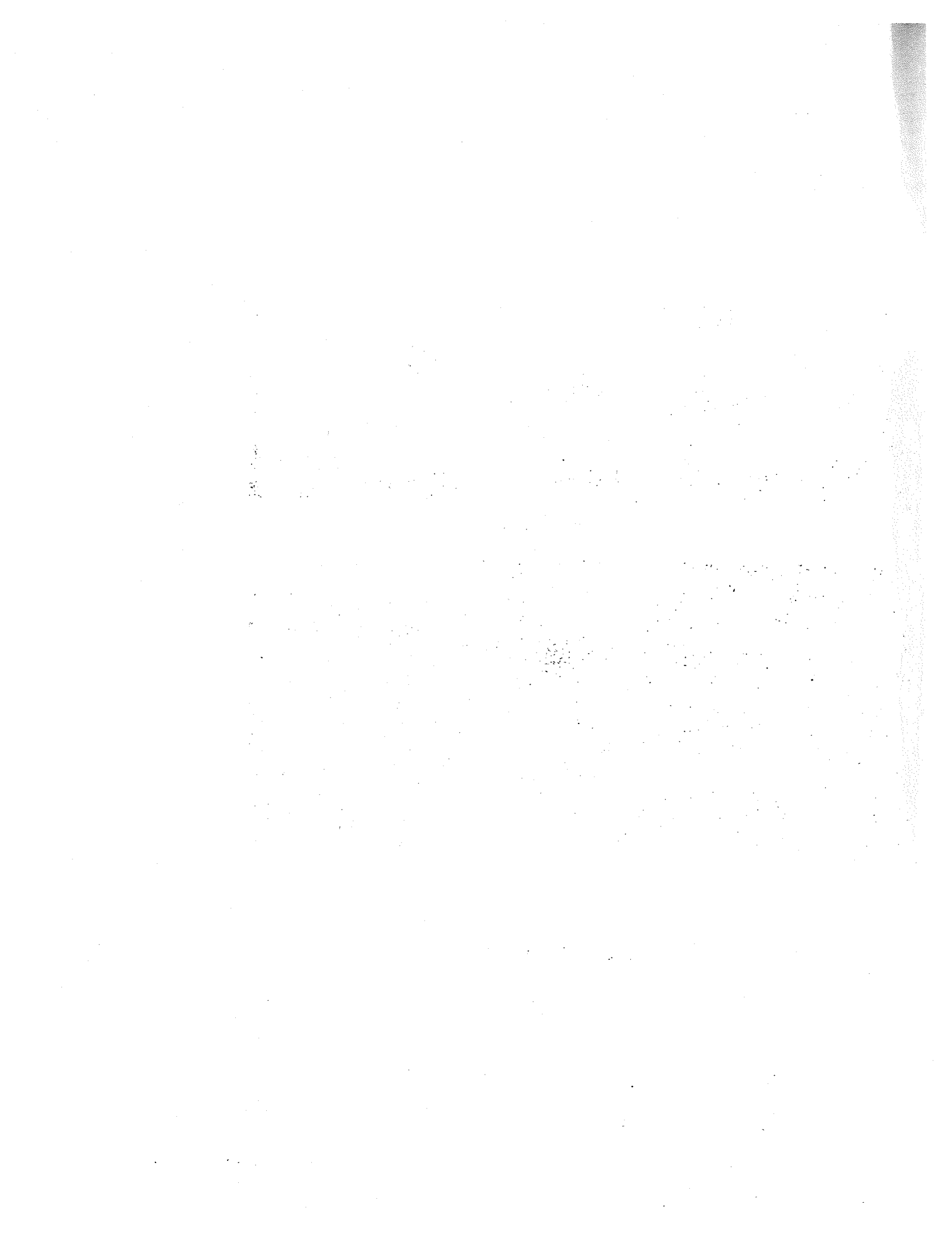
The Paterson Education Association

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1971 - 1972

June 30, 1973

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PEA



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PREAMBLE

This Agreement entered into this twentieth day of April, 1971 by and between the Board of Education of the City of Paterson, New Jersey, hereinafter called the "Board", and the Paterson Education Association, hereinafter called the "Association."

WITNESSETH:

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

WHEREAS, the Board has an obligation, pursuant to Chapter 303, Public Laws 1968 to negotiate with the Association as the representative of employees hereinafter designated with respect to the terms and conditions of employment, and

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

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

Article I

RECOGNITION

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

- Classroom Teachers
- Cooperative Industrial Education Teachers
- Department Heads
- Psychologists
- Reading Specialists
- Remedial Instructors
- Speech Therapists
- Learning Disability Specialists
- Supplementary Teachers
- Guidance Counsellors
- Social Workers
- Nurses
- Distributive Education Teachers
- Librarians

but excluding:

- Administrators and Deans
- Supervisors of the Elementary School
- Principals
- Vice Principals
- Director of Adult Education
- Assistant Supervisors
- Director of Child Welfare
- Assistant Director of Child Welfare
- Superintendent of Schools
- Assistant Superintendent of Schools
- Secretary of the Board of Education
- Non-Certified Personnel
- Day to Day Substitutes
- Administrative Personnel in Acting Capacity

B. 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 II NEGOTIATION OF SUCCESSOR AGREEMENT

- A. The parties agree to enter into collective negotiation over a successor Agreement in accordance with Chapter 303, Public Laws 1968 in a good-faith effort to reach agreement on all matters concerning the terms and conditions of teachers' employment. Such negotiations shall begin not later than October 1 of the calendar year preceding the calendar year in which this Agreement expires. Any Agreement so negotiated upon ratification shall apply to all teachers, be reduced to writing, be signed by the Board and the Association, and be adopted by the Board.
- 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.

Article III GRIEVANCE PROCEDURE

A. Definitions

1. A "grievance" is a claim by a teacher or the Association based upon the interpretation, application, or violation of this Agreement, policies or administrative decisions affecting a teacher or a group of teachers.
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.

B. Purpose

The purpose of this procedure is to secure, at the lowest possible level, equitable solutions to the problems which may from time to time arise affecting teachers. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.

C. Procedure

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

2. In the event a grievance is filed at such time that it cannot be processed through all the steps in this grievance procedure by the end of the school year and, if left unresolved until the beginning of the following school year, could result in irreparable harm to a party in interest the time limits set forth herein shall be reduced so that the grievance procedure may be exhausted prior to the end of the school year or as soon thereafter as is practicable.

3. LEVEL ONE

A teacher with a grievance shall first discuss it with his principal or immediate supervisor, either directly or through the Association's designated representative, with the objective of resolving the matter informally.

4 LEVEL TWO

If the aggrieved person is not satisfied with the disposition of his grievance at Level One, or if no decision has been rendered within five (5) school days after presentation of the grievance, he may file the grievance in writing with the Chairman of the Association's Committee on Professional Rights and Responsibilities (hereinafter referred to as the "PR & R Committee") within five (5) school days after the decision at Level One or ten (10) school days after the grievance was presented, whichever is sooner. Within five (5) school days after receiving the written grievance, the Chairman of the PR & R Committee shall refer it to the Superintendent of Schools.

5 LEVEL THREE

In the event that the Superintendent of Schools, or his designee, shall fail to act in accordance with these regulations, within ten (10) school days, or in the further event that said professional employee is dissatisfied with the Superintendent's determination, the professional employee may submit his grievance in writing to the Board. This application should include the results achieved at each previous level and the reason for the employee's dissatisfaction with the earlier determination. The aggrieved person shall have the right to be present and heard at any meeting of the Board convened to hear said grievance.

The Board shall meet with the aggrieved within ten (10) school days or the next workshop meeting, whichever is earlier following the receipt of the written complaint of the employee.

The Board shall notify the aggrieved person of its determination within ten (10) school days following the hearing.

6. LEVEL FOUR

a. If the aggrieved person is not satisfied with the disposition of his grievance at Level Three, or if no decision has been rendered within ten (10) school days after the grievance was delivered to the Board, he may, within five (5) school days after a decision by the Board or fifteen (15) school days after the grievance was delivered to the Board, whichever is sooner, request in writing that the Chairman of the PR & R Committee submit his grievance to arbitration. If the PR & R Committee determines that the grievance is meritorious, it may submit the grievance to arbitration within fifteen (15) school days after receipt of request.

b. Within ten (10) school days after such written notice of submission to arbitration, the Board and the PR & R Committee shall attempt to agree upon a mutually acceptable arbitrator and shall obtain a commitment from said arbitrator to serve. If the parties are

unable to agree upon an arbitrator or to obtain such a commitment within the specified period, a request for a list of arbitrators may be made to the American Arbitration Association by either party. The parties shall then be bound by the rules and procedures of the American Arbitration Association in the selection of an arbitrator.

c. The arbitrator so selected shall confer with the representatives of the Board and the PR & R Committee and hold hearings promptly and shall issue his decision not later than twenty (20) days from the date of the close of the hearings or, if oral hearings have been waived, then from the date of the final statements and proofs on the issues are submitted to him. The arbitrator's decision shall be in writing and shall set forth his findings in fact, reasoning and conclusions on the issues submitted. The arbitrator shall be without power or authority to make any decision which requires the commission of an act prohibited by law or which is violative of the terms of this Agreement. The decision of the arbitrator shall be submitted to the Board and the Association and shall be final and binding on the parties in all issues specifically pertaining to this Agreement. It shall be advisory on all other issues not covered by this Agreement.

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

D. RIGHTS OF TEACHER TO REPRESENTATION

1. Any aggrieved person may be represented at all stages of the grievance procedure by himself, or, at his option, by a representative selected or approved by 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 the grievance procedure.

2. No reprisals of any kind shall be taken by the Board or any member of the administration against any party in interest, any representative, any member of the PR & R Committee or the Association, or any other participant in the grievance procedure by reason of such participation.

E. MISCELLANEOUS

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

2. Decisions rendered at Level One which are unsatisfactory to the aggrieved person and all decisions rendered at Levels Three and Four of the grievance procedure shall be in writing and shall set forth the decision and the reason therefore and shall be transmitted promptly to all parties in interest and to the Chairman of the PR & R Committee. Decisions rendered at Level Four shall be in accordance with the procedures set forth in Section C paragraph 6 (c) of this Article.

3. All documents, communications and records dealing with the processing of a grievance shall be filed in a separate grievance file in the office of the Superintendent and shall not be kept in the personnel file of any of the participants.

4. Forms for filing grievances, serving notices, taking appeals, making reports and recommendations, and other necessary documents shall be prepared jointly by the Superintendent and the Association and given appropriate distribution 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 said parties in interest and their designated or selected representatives, heretofore referred to in this ARTICLE.

Article IV

TEACHER RIGHTS

A. Pursuant to Chapter 303, Public Laws 1968, the Board hereby agrees that every employee of the Board shall have the right freely to organize, join and support the Association and its affiliates for the purpose of engaging in collective negotiations and other concerted activities for mutual aid and protection. As a duly selected body exercising governmental power under the Laws of the State of New Jersey, the Board undertakes and agrees that it shall not directly or indirectly discourage or deprive or coerce any teacher in the enjoyment of any rights conferred by Chapter 303, Public Laws 1968 or other laws of New Jersey or the Constitution of New Jersey and the United States; that it shall not discriminate against any teacher with respect to hours, wages, or any terms or conditions of employment by reason of his membership in the Association and its affiliates, collective negotiations with the Board, or his institution of any grievance, complaint or proceeding under this Agreement or otherwise with respect to any terms or conditions of employment.

B. Nothing contained herein shall be construed to deny or restrict to any teacher such rights as he may have under New Jersey School Laws or other applicable laws and regulations. The rights granted to teachers hereunder shall be deemed to be in addition to those provided elsewhere.

C. 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.

D. Whenever any teacher is required to appear before the Superintendent or his designee, Board or any committee member, representative or agent thereof concern-

ing 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.

E. The teacher shall maintain the exclusive right and responsibility to determine grades within the grading policy of the Paterson School District based upon his professional judgement of available criteria pertinent to any given subject area or activity to which he is responsible. No grade shall be changed without approval of the teacher.

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

Article V

ASSOCIATION RIGHTS AND PRIVILEGES

A. The Board agrees to furnish to the Association in response to reasonable requests from time to time all available information concerning the financial resources of the district, including but not limited to: annual financial reports and audits, register of certificated personnel, agendas and minutes of all Board meetings, census data, individual and group teacher health insurance premiums and experience figures, names and addresses of all teachers, and such other information that shall assist the Association in developing intelligent, accurate, informed and constructive programs on behalf of the teachers and their students together with information which may be necessary for the Association to process any grievance complaint.

B. Whenever any representative of the Association or any teacher participates during working hours in negotiation or grievance proceedings, he shall suffer no loss in pay.

C. The Association and its representatives shall have the right to use school buildings at all reasonable hours for meetings. The Secretary of the Board of Education shall be notified in advance of the time and place of all such meetings.

D. The Association shall have the right to use school facilities and equipment, including typewriters, mimeographing machines, and other duplicating equipment, calculating machines and all types of audio-visual equipment at reasonable times, when such equipment is not otherwise in use. The Association shall pay for the reasonable cost of all materials and supplies incident to such use, and for any repairs necessitated as a result thereof.

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

F. The Association shall have the right to use the inter-school mail facilities and school mail boxes as it deems necessary and without the approval of building principals or other members of the administration.

G. The Board authorizes that the president of the Association shall have a block schedule for his work day so that his free time may be devoted to Association business.

H. Faculty representatives shall have the right to conduct association business during free time, within the school day.

I. All orientation programs for new teachers shall be co-sponsored by the Board and the Association with the Association obligated to assume only such costs as may be mutually agreed upon during the planning of such programs. To the extent prohibited by law, the Board shall not be expected to assume the cost of purely social events conducted as part of such orientation programs.

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

Article VI

TEACHER—WORK YEAR

A. 1. The in-school work year for teachers employed on a ten (10) month basis (other than new personnel who may be required to attend additional days for orientation) shall not exceed 182 days.

2. 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.

B. The school calendar for 1971-1972 shall be as set forth in Schedule B. Changes in the school calendar shall be made only after agreement between the Association and the Board.

C. The school calendar shall be negotiated each year for the term of this Agreement and such negotiations for any particular school year shall begin no later than October 1 of the previous year.

D. Conduct of Schools

THE SCHOOL YEAR

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

THE ACADEMIC YEAR

The academic year means the period between the time school opens in the district after the general summer vacation until the next succeeding summer vacation. N. J. S.A . 18A1:1.

THE SCHOOL MONTH

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

TARDINESS-TEACHERS

When a teacher is tardy five times, the principal shall make a special report of said tardiness to the Superintendent of schools and the teacher may forfeit one half day's pay.

ARTICLE VII TEACHING HOURS AND TEACHING LOAD

A. 1. As professionals, teachers are expected to devote to their assignments the time necessary to meet their responsibilities, but they shall not be required to "clock in or clock out" by hours and minutes. Teachers shall indicate their presence for duty by placing a check mark in the appropriate column of the faculty "sign-in" roster.

2. The arrival and departure times for all teachers shall be designated in Schedule C, however, their total in-school workday shall consist of not more than seven (7) hours which shall include a duty free lunch period as guaranteed to teachers under Section C of this ARTICLE.

3. No teacher shall be required to report for duty earlier than ten (10) minutes before the opening of the pupils' school day, and shall be permitted to leave fifteen (15) minutes after the close of the pupils' school day.

4. No teacher is required to work beyond the regular in-school work year as defined in ARTICLE VI.

B. 1. The total in-school workday for teachers in the high school as stated in paragraph A-2 shall be utilized as follows:

a. The daily teaching load in the high school shall be five (5) teaching periods and one (1) supervision period and shall not exceed four hours of pupil contact per day, excluding conference periods. Teachers in the special areas of Home Economics, Physical Education, Fine Arts, Music and Industrial Arts shall have six (6) periods of student contact per day, excluding conference periods.

b. Every high school classroom teacher, in addition to a duty free lunch period, shall have a daily preparation—conference period.

2. The number of student instruction-supervision periods per day assigned to department heads shall not be more than:

one (1) for departments with 15 or more teachers

two (2) for departments with 10 to 14 teachers

three (3) for departments with 9 or fewer teachers;

and department heads shall be excused from regular study hall duties and home room assignments. A student instruction-supervision period means any period during which a teacher is responsible for directing the learning or supervising the behavior of students.

3. Every teacher shall plan lessons and teach course content in the manner he considers most practical and useful. Tenure teachers shall not be required to submit standardized daily or weekly lesson plans which involve a mandated procedure or form. Tenure teachers shall be required to have written lesson plans in a form they consider most practical and useful for their own needs. Non-tenure teachers shall be required to submit weekly lesson plans according to procedures developed by the principal and the Liaison Committee in each building as hereafter established under ARTICLE XX of this agreement. Every teacher shall provide substitutes with daily, weekly and/or alternate plans as needed, according to the procedures developed by the principal and the Liaison Committee in each building as hereinafter established under ARTICLE XX of this agreement.

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

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

6. Secondary school teachers shall not be required to teach continuously for more than three (3) periods, nor two (2) where double periods are used.

C. 1. Teachers shall have a daily duty free lunch period of at least the following lengths:

a. Elementary School — one (1) hour and five (5) minutes

b. High School — Forty (40) minutes

2. Teachers may leave the building without requesting permission during their duty free lunch periods.

D. 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 building faculty or other professional meetings one (1) day each month plus five (5) additional supervisory meetings per year.

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

3. An Association representative may speak to the teachers during any meeting referred to in paragraph 1 above for at least five (5) minutes on request of the representative.

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

5. Teachers may be required to attend no more than two (2) general faculty evening assignments or meetings each school year without additional compensation.

E. Any teacher may, subject to Association approval, voluntarily accept a teaching preparation in excess of the maximums stated in Section B of this ARTICLE.

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

G. 1. The Board and the Association agree that the extracurricular activities listed in Schedule E are educationally worthwhile.

2. Teacher participation in extra-curricular activities which extend beyond the regularly scheduled in-school day shall be voluntary, and shall be compensated according to the rate of pay and/or released time where stipulated in Schedule E.

3. In cases where released time is stipulated for extra-curricular assignments, such time shall be scheduled as a block at the beginning or the end of the day.

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

1. The principal of the school shall make application in writing to the Superintendent for permission to conduct all field trips.

2. The Superintendent shall present to the Board his recommendation for granting or rejecting the application.

3. The Board shall act on the Superintendent's recommendation.

4. Consent in writing shall be obtained from the parent or guardian of all participating pupils.

5. In the event that time does not permit the Superintendent to present his recommendation to the Board, the Superintendent is authorized to act in his capacity as Chief Executive Officer of the Board.

6. The Board shall pay the teachers' expenses on an overnight field trip at the rate of \$25 per day.

7. The Board shall pay transportation and admission cost for the teachers on any day field trip.

Article VIII CLASS SIZE

A. The Board and the Association agree that desirable class sizes be established and adhered to wherever possible.

The Objectives are:

- 1) To overcome crowded conditions in the schools.
- 2) To effect maximum utilization of classrooms in presently existing schools.
- 3) To secure better composition of ethnic distribution of children in our schools.

B. The Board agrees to meet the following requirements for Special Education classes as stated in Chapter 29 of New Jersey State Laws as follows:

Multiple Handicapped	8
General Orthopedic	15
Visually Handicapped	8
Auditory Handicapped	8
Chronically Ill	15
Educable	15
Trainable	10
Emotionally Disturbed	8
Neurologically Impaired	8
Perceptually Impaired	8
Socially Maladjusted	12
Communication Handicapped	10

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

D. Grievances on class size will terminate at level three.

Article IX SPECIALISTS

A. The Board and the Association recognize the fact that an adequate number of competent specialists is essential to the operation of an effective educational program. Accordingly, by the beginning of the 1971 school year, the Board shall make every effort to increase the number of specialists in the following categories:

1. Art
2. Music
3. Physical Education
4. Guidance
5. Nurses
6. Librarians
7. Distributive Education
8. Speech Therapy
9. Learning Disability
10. Psychologists
11. Psychiatrists
12. Social Work

B. The Board agrees to have one reading specialist for each school.

C. Beginning with the 1971 school year, the Board agrees at all times to maintain an adequate list of substitute teachers and nurses who shall be provided with appropriate orientation and training by the administration to help them instruct classes and other assignments they cover.

Article X

NONTEACHING DUTIES

A. The Board and the Association acknowledge that a teacher's primary responsibility is to teach and that his energies should, to the extent possible, be utilized to this end. Therefore, they agree as follows:

1. Teachers shall not be required to perform non-professional assignments, excluding those duties stipulated in the Fact finders report of 1971.

2. Activities which have no educational objective shall be barred from the classroom.

3. a. 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 the Superintendent. He shall be compensated at the rate of ten (10) cents per mile for the use of his automobile.

b. By the beginning of the 1971 school year, the Board shall arrange for and maintain appropriate insurance to cover all liability damages (losses and expenses) incurred by a teacher against whom any action shall be brought for any act or omission arising out of the authorized use of his automobile in the performance of school duties.

Article XI

TEACHER EMPLOYMENT

A. The Board agrees to hire only fully certificated teachers holding standard certificates issued by the New Jersey State Board of Examiners for every teaching assignment.

B. 1. Each teacher shall be placed on his proper step of the salary schedule as of the beginning of the 1971 and 1972 school years in accordance with paragraph 2 below.

2. When engaging teachers for service, the Superintendent is authorized to grant credit for outside teaching experience for a period not to exceed four years. Credit shall be based upon the amount of the increment in effect in the Paterson Salary Guide. Credit may only be given for full time contractual service achieved in any publicly owned and operated college, school or other institution of learning for one academic year in this or any other state or territory of the United States. Credit shall not be granted for full time substitute service.

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

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

Article XII SALARIES

A. The salaries of all teachers covered by this Agreement are set forth in Schedule "A" which is attached hereto and made a part thereof.

B. 1. When a pay day falls on or during a school holiday, vacation or weekend, teachers shall receive their pay checks on the last previous working day.

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

3. The Board and the Association agree that the method of payment will be decided pending an opinion from Univac and such decision shall be made an addendum to this Agreement.

C. Longevity pay — Teachers will receive a double increment (additional \$400.) at the eleventh step of the salary guide if they have been in the Paterson School System for a minimum of ten years.

D. The Board agrees to pay School Psychologists a ratio of 1.35.

E. The Board agrees to pay Heads of Departments in the High Schools a ratio of 1.35.

F. The Board agrees to pay Reading Specialists a ratio of 1.25.

G. Equivalency credit shall be granted in accordance with the terms and conditions set forth in 18A:29-6 to 18A:29-16 N.J. S.A. B.A. plus 30, M. A. plus 30.

1. The administration of the equivalency credit program shall be the responsibility of the Superintendent of Schools who may call upon teaching personnel for such assistance as is necessary. His decision shall be presented to the Board for action in conformity with provision of the schedule.

2. Candidates for adjustment under the Equivalency program must process their requests on the official application blank furnished by the Superintendent's office. To be eligible, an applicant must hold permanent certification.

3. Equivalency degree ratings approved at the regular meeting of the Board of Education in October shall be effective as of September 1, and all equivalency degree ratings approved at the regular meeting of the Board of Education held in March shall be effective February 1. Adjustments for equivalency under these regulations shall be granted only at the time as set forth herein.

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

H. Whenever a teacher shall have acquired and advanced degree or equivalency as defined in Title 18:13-13.1 N. J. S. A. from a certified college or university, approved by the State Department of Education, by reason of taking such accredited courses in a field approved by the Superintendent of Schools, as will make a direct contribution toward increased efficiency in his or her particular field in the schools, such teacher, upon the recommendation of the Superintendent of Schools, and the approval of the Board, shall receive an immediate increase in accordance with Schedule A of this Agreement.

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

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

I. The increment steps by which personnel advance on the salary schedule are earned increments. An earned in-

crement is a recommended increment, earned by satisfactory active service of not less than 120 days during the year for which the increment is given.

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

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

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

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

Earned increments in conformity with the Salary Schedule A will be granted annually to employees paid on a ten month work year on September 1st.

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

Satisfactory active service is service recommended as such by the Superintendent of Schools and/or the Secretary of the Board.

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

The granting of scheduled increments to professional personnel shall not be automatic, but shall be dependent upon the favorable recommendation of the Superintendent and the Secretary of the Board and the approval of the Board.

J. When a professional employee is promoted to a supervisory or administrative position, said employee shall at the time of assuming said position, receive an adjustment in salary equivalent to two increments as set forth in the Salary Schedule for said new position and subject to the existing maximum in said Guide for Ratio personnel.

K. The Board agrees to the following salaries not included in Schedule A.

1. Summer School Teachers \$20.00 per day
2. Evening School Teachers \$18.00 per day
3. Bedside Teachers \$8.00 per hour

L. The Board agrees to pay learning disability specialists and remedial instructors of reading a ratio of 1.25.

M. Bedside teachers shall be paid at the rate of \$8.00 per hour and a minimum of five (5) hours per week of such instruction is required for each child. Teachers who are interested in securing such employment shall register with the Superintendent.

Article XIII

TEACHER ASSIGNMENT

A. All teachers shall be given notice of their salary schedules, class and/or subject assignments, building assignments and room assignments for the forthcoming year not later than the closing of school by their immediate supervisor. If changes occur after the closing of school, teachers affected by such a change shall be given written notice no later than July 15. Notification will be by letter.

2. The Superintendent or his designee shall assign all newly-appointed personnel to their specific positions within that subject area in the high school and/or elementary grade level for which the Board has appointed them. The Superintendent shall give notice of assignments to new teachers as soon as practicable.

3. In the event that changes in such schedules, class and/or subject assignments, building assignments, or room assignments are proposed after July 15, the Association and any teacher affected shall be notified promptly in writing and, upon the request of the teacher and the Association, the changes shall be promptly reviewed between the Superintendent or his representative and the teacher affected and at his option a representative of the Association. In the event of any disagreement as to the need and desirability of such changes, the dispute shall be subject to the grievance procedure set forth herein.

B. In order to assure that pupils are taught by teachers working within their areas of competence, teachers shall not be assigned outside the scope of their teaching certificates and/or their major or minor fields of study.

C. 1. Schedules of teachers who are assigned to more than one school shall be arranged so that no such teacher shall be required to engage in an unreasonable amount of inter-school travel. Such teachers shall be notified of any changes in their schedules as soon as practicable.

2. Teachers who are required to use their own automobiles in the performance of their regular duties and who are assigned to more than one (1) school per day shall be reimbursed for all such travel at the rate of ten (10) cents per mile. This applies to the following members of the negotiating unit: speech therapists, psychologists, reading specialists, remedial instructors, learning disability specialists, and distributive education personnel who travel in the performance of their regular duties. This excludes social workers and cooperative industrial education teachers who are given a car allowance of \$200. per annum. This also includes:

Adult Education	\$200. per annum
Bedside Teacher (full time)	\$150. per annum
Psychologist	\$100. per annum
Music Teachers	\$ 75. per annum

Article XIV

TRANSFERS AND REASSIGNMENTS

A. 1. No later than May 1 of each school year, the Superintendent shall deliver to the Association and post in all school buildings a list of the known vacancies which shall occur during the following year.

2. Teachers who desire a change in grade and/or subject assignment or who desire to transfer to another building may file a written statement of such desire with the Superintendent not later than April 1. Such statement shall include the grade and/or subject to which the teacher desires to be assigned and the school or schools to which the teacher desires to be transferred in order of preference.

3. As soon as practicable, and no later than July 15 the Superintendent shall notify the Association by mail of the system wide schedule showing the names of all new teachers and transfers known to him at that time.

B. In the determination of requests for reassignments and/or transfer, the wishes of the individual teacher shall be honored to the extent that the transfer does not conflict with the instructional requirements and best interests of the school system. No such request shall be denied arbitrarily, capriciously, or without basis in fact.

C. All transfers, whether requested or required shall be subject, if the aggrieved so desires, to the grievance procedure commencing at the level of Superintendent.

D. All individuals affected by transfers or reassignments shall be notified in writing and by mail no later than July 15.

Article XV PROMOTIONS

A. Promotional positions are defined as follows:

Positions paying a salary differential, ratio and/or positions on the administrator-supervisory levels of responsibility. All vacancies in promotional positions, including specialists and/or special projects teachers, pupil personnel workers and positions in programs funded by the Federal government shall be adequately publicized by the Superintendent in accordance with the following procedure:

A. Qualifications for applying for vacancies.

1. All applicants must have proper certification for the position in accordance with the recent edition of the New Jersey Rules and Regulations.

2. Applicants must have a Master's Degree or Doctor's degree from a College or University approved by the New Jersey State Department of Education.

3. Applicants must submit a medical statement from a physician attesting to the candidates' physical fitness to carry out duties involved for which application is made.

4. Proof of certification, degree, medical statement, experience, and qualifications must be met by the deadline set for accepting applications.

B. All qualified teachers shall be given adequate opportunity to make application for promotional positions and no positions shall be filled until all properly submitted applications have been considered. The Board agrees to give due weight to the professional background and attainments of all applicants and other relevant factors. In filling such vacancies, when all other factors are substantially equal, length of service in Paterson School District shall be the deciding factor.

The use of the terms administrative or supervisory capacity in Paterson will mean principal or vice principal of an elementary or senior high school, or a department head in the senior high school.

C. Specific Qualifications

1. High School Principal

Applicants must have had at least ten years of teaching experience in the Paterson Public School System of which five years must have been in the high school or five years in a full time administrative or supervisory capacity.

Candidates outside of the Paterson School District must have a minimum of three years experience as a full time principal or vice-principal of a high school as part of their ten years experience.

2. Elementary Principal K-8

Applicants must have had at least ten years of teaching in the Paterson School District of which five years must have been in the elementary school or five years in a full time administrative or supervisory capacity.

Candidates outside of the Paterson School District must have a minimum of three years experience as a full time principal or vice-principal of an elementary school as part of their ten years experience.

3. High School Vice-Principal

Applicants must have had at least eight years of teaching experience in Paterson including five years in the high school or five years in an administrative or supervisory capacity full time, in Paterson.

Candidates from outside the Paterson School District must have as part of their eight years experience three years as a full time principal, vice-principal or department head of a junior or senior high school.

4. Primary Principal

Applicants must have at least eight years teaching experience in Paterson five of which must be in the elementary school or three years in an administrative or supervisory capacity full time in Paterson.

Candidates from outside the Paterson School District must have as part of their eight years experience at least three years as a full time elementary principal or vice-principal.

5. Elementary Vice-Principal

Applicants must have at least eight years teaching experience in Paterson five of which must be in the elementary school or three years in administrative or supervisory capacity full time in Paterson.

Candidates from outside the Paterson School District must have as part of their eight years experience at least three years as a full time elementary principal or vice-principal.

6. Supervisors

Applicants must have at least eight years teaching experience in the Paterson School District five of which must have been as a teacher in the field of specialization.

Candidates from outside the Paterson School District must have as part of their eight years at least three years as a supervisor in the field of specialization.

7. Assistant Supervisors

Applicants must have at least six years teaching experience in the Paterson School District three years of which must have been as a teacher in the field of specialization.

Candidates from outside of the Paterson School District must have as part of their six years at least three years as a supervisor or assistant supervisor in the field of specialization.

8. Department Head in the High School (includes Guidance Director)

Applicants must have at least five years teaching experience in the Paterson School District of which three years must have been in the department of specialization.

Candidates from outside the Paterson School District must have at least seven years teaching experience in a public high school in the department of specialization.

9. Supervisors of Nurses — Assistant Supervisor

Applicants must have at least eight years experience in the Paterson School District five years of which must have been as a school nurse in the field of specialization.

Candidates from outside the Paterson School District must have eight years of experience as a school nurse in the field of specialization.

D. All promotional positions shall be filled according to the following procedures:

1. Notification for applications for promotion will be posted in the schools during the month of February. The announcement will include qualifications for specific positions and deadline for submitting applications.

2. Applications must be submitted to the Superintendent's Office and received no later than March 31.

3. All applications received by March 31, will be screened during the month of April. The screening committee will submit no later than May 1, a list of eligible candidates to the office of the Superintendent.

The screening committee shall consist of:

1 representative from the Office of the Superintendent.

1 member appointed by the President of the Paterson Administrators Association.

1 member appointed by the President of the Paterson Education Association.

1 member appointed by the Board of Education, and the Recruitment Officer.

4. Each applicant who meets the qualifications shall be interviewed by the examining committee during the month of May. The committee shall then combine the independent interview ratings, together with the applicant's formal training, and professional experience into a total rating.

All successful applicants shall be placed on a ranked list according to their total ratings. These applicants shall remain eligible for a period of one year.

Selections for a vacancy shall be made in accordance with the rank.

The examining committee shall consist of:

The Superintendent

1 Assistant Superintendent

1 Board Member

2 Members appointed by President of the Paterson Education Association

1 member appointed by the President of the Paterson Administrators Association.

1 member appointed by the Board and the Superintendent from all available staff other than members of the bargaining unit.

5. The examining committee will submit the eligibility list to the Board of Education no later than June 1. Appointments shall be made by the Board of Education from the eligibility list for existing vacancies no later than the regularly stated July meeting. Announcements of appointments shall be made by posting a list in the office of the central administration and in each school building, and a list shall be given to the Association indicating which positions have been filled and by whom.

Article XVI

ACCREDITED EVENING HIGH SCHOOL - SUMMER SCHOOL HOME TEACHING AND FEDERAL PROGRAMS

A. All openings for positions in the accredited evening high school, summer school, home teaching, federal projects, and other programs (including non-teaching position for which teachers may be qualified and eligible) shall be publicized by the Superintendent in accordance with the procedure for publicizing promotional vacancies set forth in ARTICLE XV, Section B of this Agreement. Summer school and accredited evening high school openings shall be publicized not later than the preceding March 1 and June 1 respectively and teachers shall be notified of the action taken not later than May 1 and September 1, respectively. Home teaching openings shall be posted as they occur.

B. In filling such positions, consideration shall be given to a teacher's area of competence, major and/or minor field of study, quality of teaching performance, attendance record, and length of service in the Paterson School District. When all other factors are substantially equal, preference shall be given first to teachers who have taught the subject area and/or grade level in question on a regular basis at any time during the preceding three (3) years. Teachers employed in the Paterson School District shall have priority to such assignment before appointment to applicants from outside the district.

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

D. All of the provisions of this Agreement shall apply to teachers holding positions in the accredited evening high school, summer school, home teaching and/or under federal programs, except where clearly inapplicable.

Article XVII

TEACHER EVALUATION

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

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

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

B. 1. A teacher shall have the right, upon request, to review the contents of his personnel file and to receive copies at his expense of any documents contained therein. A teacher shall be entitled to have a representative of the Association accompany him during such review. At least once every three (3) years, a teacher shall have the right to indicate those documents and/or other materials in his file which he believes to be obsolete or otherwise inappropriate to retain. Said documents shall be reviewed by the Superintendent or his designee and if, in fact, they are obsolete or otherwise inappropriate to retain, they shall be destroyed. Disputes over the retention of said documents may be processed through the grievance procedure, commencing at Level Two.

2. No material derogatory to a teacher's conduct, service, character or personality shall be placed in his personnel file unless the teacher has had an opportunity to review the material. The teacher shall acknowledge that he has had the opportunity to review such material by affixing his signature to the copy to be filed with the express understanding that such signature in no

way indicates agreement with the contents thereof. The teacher shall also have the right to submit a written answer to such material and his answer shall be reviewed by the Superintendent or his designee and attached to the file copy.

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

C. 1. Prior to any annual evaluation report, the immediate supervisor of a nontenure teacher shall have had appropriate communication, including but not limited to all steps in Section 2 below, with said teacher regarding his performance as a teacher.

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

a. Such reports shall be issued in the name of the appropriate supervisor based upon a compilation of reports of observations and of discussions with any or all supervisory personnel who come into contact with the teacher in a supervisory capacity.

b. Such reports shall be addressed to the teacher.

c. Such reports shall be written in narrative form and shall include, when pertinent:

(1) Strength of the teacher as evidenced during the period since the previous report.

(2) Weaknesses of the teacher as evidenced during the period since the previous report.

(3) Specific suggestions as to measures which the teacher might take to improve his performance in each of the areas wherein weaknesses have been indicated.

d. Such supervisory reports are to be provided for nontenure teachers at least three (3) times each year, the first not later than November 15, and the last not later than April 15.

D. 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 or otherwise than in accordance with the procedure set forth in this Article.

Article XVIII

FAIR DISMISSAL PROCEDURE

On or before April 30 of each year, the Board shall give to each nontenure teacher continuously employed since the preceding September 30 either:

a. A written offer of a contract for employment for the next succeeding year providing for at least the same terms and conditions of employment but 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,

Article XIX

TEACHER FACILITIES

A. By the beginning of the 1971 school year, each school shall have the following facilities:

1. A private storage space in each classroom in which teachers may store instructional materials
2. A teacher may use available equipment and supplies to aid in the preparation of instructional materials
3. An appropriately furnished room shall be reserved for the exclusive use of the teachers as a faculty lounge where feasible. Although teachers shall be expected to exercise reasonable care in maintaining the appearance and cleanliness of said lounge, it shall be regularly cleaned by the school's custodial staff
4. Regular services of an exterminator in each school
5. A private pay phone in each faculty lounge for the exclusive use of the teachers where feasible and at no cost to the Board
6. A communication system so that teachers can communicate with the main building from their classrooms
7. Well-lighted and cleaned teacher rest rooms, separate from the student rest rooms, and with sufficient supplies
8. Free and adequate off street paved parking facilities, which are protected against vandalism, properly maintained, and identified exclusively for teacher use, where possible
9. Closet space for each teacher to store coats, over-shoes, and personal articles

10. Teacher editions, exclusively for each teacher's use, of all texts used in each of the courses he is to teach
11. Chalkboard space in every classroom
12. Books for every child (one for each student), paper, pencils, pens, chalk, erasers and other such material required in daily teaching responsibility shall be available.

B. Teachers may call a telephone answering service between 4:00 P.M. and 7:45 A.M. to report unavailability for work. Once a teacher has reported unavailability, it shall be the responsibility of the administration to arrange for a substitute.

C. Teachers should have access to the faculty lounge, and teacher work area both during and after regular school hours.

Article XX

TEACHER-ADMINISTRATION LIAISON

The teachers from each school shall select a Liaison Committee for each school building which shall meet with the principal at least once every two months for the duration of the school year to review and discuss local school problems and practices, and to play an active role in the revision or development of building policies. Areas for consideration shall include but not be limited to such matters as curriculum, textbooks, distribution of materials and supplies, discipline and parent visitation. Said Committee shall consist of not more than one (1) member for every twelve (12) teachers in the school building, but shall in no event be less than three (3) members. These meetings may take place after regular school hours.

Article XXI

SICK LEAVE

A. As of September 1, 1971, all teachers employed shall be entitled to 10 sick leave days each school year on the first official day of said school year whether or not they report for duty on that day. Unused sick leave days shall be accumulated from year to year with no maximum limit.

B. As of September 1, 1971, whenever the Board employs a teacher who has an unused accumulation of sick leave days from another school district in New Jersey, the Board shall honor such additional sick leave time as accumulated by the teachers up to 40 days in addition to the annual and accumulated sick leave provided in Section A of this article.

C. Nonaccumulative additional sick leave benefits shall be allowed to teachers according to the following schedule.

1. After the completion of ten years of service, and up to and including their twentieth year of service be eligible to receive forty (40) days in addition to any and all accumulative days standing to their credit at the rate of one two hundredths of his annual salary less substitute pay.
2. After twenty years of service, and up to and including the thirtieth year of service be eligible to receive sixty (60) days in addition to accumulated days at the rate of one two hundredths of his annual salary less substitute pay. At the end of the thirtieth year all such days not required shall be cancelled.
3. After the completion of thirty years of service and until such employee leaves the employ of the Board by virtue of resignation or retirement, said employee shall be eligible to receive an ad-

ditional eighty days at the rate of one two hundredths of his annual salary less the sum of substitute pay.

4. In order to receive reimbursement in accordance with the terms of this Article, for days in addition to the accumulative days, employees shall present in writing a request for such adjustment accompanied by a medical certificate setting forth therein the nature of the illness and the number of days that were required to recover from said disability.

D. Teachers shall be given a written accounting of accumulated unused sick leave days no later than November 1, of each school year.

E. A physician's certificate may be required by the Board for personal illness after four (4) consecutive days.

Article XXII

TEMPORARY LEAVES OF ABSENCE

A. As of the beginning of the 1971 school year, teachers shall be entitled to the following non-accumulative leaves of absence with full pay each school year.

1. Three (3) unrestricted days leave of absence for personal business. Notification to the office of the Superintendent for personal leave shall be made five (5) days before taking such leave (except in the case of emergency) by filling out one form which shall not require stating the reason for taking such leave, other than that the applicant is taking the leave under this section. These days may be taken from September 15th to June 15th separately or consecutively, but not before and after holidays. The days may be taken before September 15 and after June 15th and before and after

holidays with the approval of the Superintendent. In the case of emergencies, the teacher shall notify the school on or before the morning in question and will fill out the form upon returning stating the reason for taking the leave. In taking a leave during the restricted times, a form must be filled five (5) days in advance and the reason for taking the leave must be stated.

2. Representatives of the Association may attend conferences and conventions of state and national affiliated organizations as stated in ARTICLE XXV, Paragraph B.

3. Time necessary for appearances in any legal proceedings that a teacher is required to attend by law.

4. Teachers may apply for emergency leave for death or serious illness in the immediate family or household, which shall be defined as spouse, child, parents, sister, brother, grandparents, or any member of the immediate household.

Teachers shall be granted one (1) day in the event of death of a relative outside the immediate family as defined above. In the event of the death of a teacher or student in the Paterson School District, two (2) school personnel shall be granted sufficient time off to attend the funeral by the principal. For the death of a close friend, a teacher may be granted one day leave at full pay less substitutes pay for the day of the funeral with the approval of the Superintendent.

5. Time necessary for persons called into temporary active duty of any unit of the U. S. Reserves or the State National Guard. A teacher shall be paid his regular pay less any pay which he receives from the state or federal government.

6. Other leaves of absence with pay may be granted by the Superintendent for good reason at any time during the school year.

7. Teachers may attend the annual convention of the New Jersey Education Association for a period of

not more than two days in any school year without loss of pay in accordance with the provisions as more particularly set forth in 18A: 31-2 of the N. J. Statutes Annotated.

8. Teachers shall be granted leaves of absence to attend State or National Conventions. See (Military) 38:23-2.

9. Teachers shall be granted leaves of absence for entering Military or Naval Service. See 38:23-4 N. J. S. A.

10. Teachers may attend conventions, conferences and meetings subject to the following regulations and limitations.

a) Application to be absent for any of the said purposes must be made in writing to the Superintendent.

b) The convention, etc. must embrace the teacher's sphere of activity.

c) The Superintendent may approve the application and recommend its approval to the Board.

d) A leave of absence granted for any of the aforesaid purposes shall be without loss of salary, and the teacher shall be granted a sum sufficient to cover his travel expenses, plus an allotment of \$25.00 per diem.

e) Teachers attending conventions, etc. as aforesaid, shall file with the Superintendent a written report covering the activities of the convention, etc. and the benefits derived there from. This report shall be filed with the Superintendent no later than ten days following the teacher's return to service.

f) Teachers granted leave under these regulations shall be considered in regular service of the Board.

B. Leaves taken pursuant to Section A above shall be in addition to any sick leave to which the teacher is entitled.

C. Application for emergency leave by a teacher shall be received in the Office of the Superintendent at least five (5) days in advance of such leave, or where necessary, in time to obtain a substitute. Forms for requesting such leave shall be distributed by the Superintendent prior to Sept. 1971 and shall be available at the Principal's Office in the individual schools.

Article XXIII

EXTENDED LEAVES OF ABSENCE

A. The Board agrees that up to two (2) teachers designated by the Association shall, upon request, be granted a leave of absence without pay for up to one (1) year for the purpose of engaging in activities of the Association or its affiliates.

B. A leave of absence without pay of up to two (2) years may be granted to any teacher who joins the Peace Corps, VISTA, National Teacher Corps, or accepts a Fulbright Scholarship.

C. A teacher on tenure may be granted a leave of absence without pay for up to one (1) year at the discretion of the Board to teach in an accredited college or university.

D. 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 after, or three (3) months after recovery of any wound or sickness at time of discharge.

E. A teacher shall notify the Superintendent of her pregnancy as soon as it is medically confirmed. Said teacher shall be placed on maternity leave without pay commencing three months prior to the anticipated date of birth of her child and terminating after the birth (12) twelve months. In the event of stillbirth or death of the child, the teacher, if she so elects may return to her position when physically able to perform her duties.

1. Married Women employees under tenure when three months pregnant shall apply for and be granted a leave of absence of not less than one year. Failure to apply for a leave of absence as herein set forth within three months of pregnancy shall be considered neglect of duty, insubordination and conduct unbecoming an employee.

An employee under this regulation may apply for a leave of absence for two years and, in this event, a two year leave shall be granted.

2. All leaves of absence as set forth in Par. 1 shall expire at the end of a regular semester and not within any term.

3. Should any married woman employee under tenure absent herself or secure a leave for the reason of maternity, without informing the Board of Education of the true reason for such absence, she shall be compelled to take a leave of absence as provided for in Par. 1.

4. Should any married woman employee under tenure absent herself or secure a leave of absence for maternity without first informing the Board of Education of the true reason for such absence and should such employee return to her duties in a lesser period of time than is provided for in Par. 1, she shall be considered guilty of insubordination, neglect of duty and conduct unbecoming an employee.

5. In the event that an employee absent on a maternity leave requires an additional leave for the reason of maternity, the time for the additional leave shall begin to run from the expiration date of the original leave of absence.

6. When a married woman employee whose term of service does not come within the provisions of the Tenure of Office Act shall become aware of her pregnancy, she shall forthwith apply for and at once accept a leave of absence without pay for the unexpired term of her current employment or contract. Failure to apply for leave of absence as herein set forth shall be deemed neglect of duty, insubordination and conduct unbecoming an employee.

7. The Board of Education may, upon the recommendation of the Superintendent, grant a leave of absence for maternity to an employee not under tenure

when said employee has successfully completed three consecutive academic years of employment and has been reappointed for the succeeding year.

8. Any teacher adopting an infant child shall receive similar leave which shall commence upon receiving de facto custody of said infant, or earlier if necessary to fulfill the requirements for the adoption.

F. 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. Such leaves shall be requested in writing and may be granted at the discretion of the Board.

G. Other leaves of absence without pay may be granted by the Board for good reason.

H. 1. Upon return from leave granted pursuant to Section D of this ARTICLE, a teacher shall be considered as if he were actively employed by the Board during the leave and shall be placed on the salary schedule at the level he would have achieved if he had not been absent. A teacher shall not receive increment credit for the time spent on a leave granted pursuant to the remaining sections of this ARTICLE. Such teachers upon returning will be placed on the same step of the guide from which they left.

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.

I. All extensions or renewals of leaves shall be applied for and granted in writing.

Article XXIV

SABBATICAL LEAVES

A. A sabbatical leave shall be granted to a teacher by the Board for study, travel, or for other reasons of value to the school system.

B. Sabbatical leave shall be granted, subject to the following conditions:

1. If there are sufficient qualified applicants, sabbatical leaves shall be granted to a maximum of thirty members of the teaching personnel in the employ of the Board of Education at any one time.
2. Requests for sabbatical leave must be received by the Superintendent on official application forms as follows.
 - a. Application for leave during any full semester, that is, from September through January or for any full school year, must be made on or before April first of that year.
 - b. Application for leave during the second semester, that is, February through June, must be made on or before November first of that school year.
 - c. The Superintendent shall make a recommendation to the Board on each application for sabbatical leave and the same shall be subject to the approval of the Board of Education.
3. Applicants for sabbatical leave shall have completed ten (10) years or more of satisfactory service in said school district.
4. Employees on sabbatical leave of absence shall be paid at the rate of fifty percent of their annual salary, if leave is for one year and fifty percent of his semi-annual salary if leave is for one semester, in the same manner as though he or she were on active duty. The Board shall continue to pay the pension of the individual while on leave.
5. Applicants for sabbatical leave of absence shall be given preference according to their relative years of service subsequent to their last preceding sabbatical leave and availability of replacement to be determined by the Superintendent of Schools. Because it is more difficult to secure substitutes for a semester than for a full school year, preference will be assigned to applications for leave covering a full school year.

6. It is the intention of this resolution that all sabbatical leaves must begin at the commencement of a school semester and terminate at the end of a school semester.

7. Employees on sabbatical leave shall be considered to be in regular full time attendance in the position held at the beginning of such leave for the purpose of determining his or her length of service.

8. Employees absent because of an authorized sabbatical leave shall receive such increments as are granted during that period.

9. No applicant on sabbatical leave shall be permitted to engage in remunerative employment while on such leave. A violation of this regulation shall be sufficient reason to effect a cancellation of the leave.

10. Interruption of sabbatical leave for study or travel caused by serious illness or accident during such leave shall not prejudice the Board as regards the fulfillment of the conditions regarding study or travel on which the leave was granted nor affect the amount of compensation paid such teacher under the terms of such sabbatical leave, provided:

a. Evidence of the accident or illness is satisfactory to the Superintendent of Schools and the Board.

b. The Superintendent has been promptly notified of such accident or illness within ten (10) days of such accident or illness.

c. Upon notification of maternity according to the existing rules, the sabbatical leave shall terminate immediately.

11. The following definitions shall be an integral part of these regulations:

a. For the purpose of defining — “member” or “applicant” shall mean all members of the professional staff whose status is recognized by the New Jersey State Department for certification, executive and administrative officers.

b. For the purpose of defining — “service” and “employ” shall mean only active full-time participation in teaching or executive, administration or supervisory capacities in the Paterson School District.

c. A sabbatical leave of absence for the purpose of study shall require that applicant attend for a period of not less than ten weeks each semester at a college or university recognized by the New Jersey State Department of Education. If such attendance is undergraduate study, such applicant must pursue not less than ten credits during a semester or if for graduate study, then said applicant must pursue not less than six credits each semester.

All courses must be in the applicant’s field of work and applicants shall be required to file a transcript of said record following each semester. The transcript shall be filed with the Superintendent of Schools. All courses as set forth herein must be taken during the regular semester exclusive of summer sessions.

d. No sabbatical leave for travel shall be granted unless such leave application is accompanied by an itinerary setting forth in detail the travel program contemplated. Such travel itinerary must be approved by the Superintendent and the Board.

Employees shall agree in writing to return to his or her employment for a period of not less than two years following the expiration of such sabbatical leave.

The Board of Education offers the privileges mentioned above with the expectation that those to whom leaves are granted will fulfill the obligations which they assume in accepting the leaves of absence under these rules. In any case of violation, the leaves of absence will be terminated by the Board and will be regarded as evidence of conduct unbecoming a teacher.

Article XXV

PROFESSIONAL DEVELOPMENT AND EDUCATIONAL IMPROVEMENT

A. 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. The Board and the Association support the principle of continuing training of teachers and the improvement of instruction.

B. The Board agrees to implement the following at the beginning of the 1971 school year:

1. To pay the full cost of tuition and other reasonable expenses incurred in connection with any courses, workshops, seminars, conferences, in-service training sessions, or other such sessions which a teacher is required and/or requested by the administration to take. The above does not include courses taken toward normal certification requirements.

2. A leave of absence granted for any of the aforesaid purposes shall be without loss of salary, and the employee shall be granted a sum sufficient to cover his travel expenses, plus a allotment of \$25.00 per diem.

3. Any member of the professional staff wishing to attend a conference or workshop held during an in-school work day shall submit such a request in writing to the Superintendent five days in advance. Such request shall be subject to approval (of) by the Superintendent and the Board.

4. To pay the reasonable expenses incurred by teachers who attend such sessions according to paragraph B 2 above.

Article XXVI

PROTECTION OF TEACHERS, STUDENTS AND PROPERTY

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. In the event of any disorder or disruption in the regular school program, the Association shall have the right to meet with the Board immediately to develop mutually acceptable programs to guarantee the safety of students, teachers and property.

B. As specified in 18A:6-1, a teacher may, within the scope of his employment, use and apply such amount of force as is reasonable and necessary to quell a disturbance threatening physical injury to others; to obtain possession of weapons or other dangerous objects upon the person or within the control of the pupil; for the purpose of self-defense; and for the protection of persons or property.

C. 1. The Board shall give full support including legal and other assistance for any assault upon the teacher while acting in the discharge of his duties.

2. When absence arises out of or from such assault or injury, the teacher shall be entitled to full salary and other benefits for the period of such absence but shall not forfeit any sick leave or personal leave.

3. Benefits derived under this or subsequent Agreements shall continue beyond the period of any Workmen's Compensation until the complete recovery of any teacher when absence arises out of or from assault or injury.

D. 1. Teachers shall immediately report cases of assault suffered by them in connection with their employment to their principal or other immediate superior.

2. Such notification shall be immediately forwarded to the immediate Supervisor and School Board Counsel who shall comply with any reasonable request from the teacher for information in the possession of the Superintendent relating to the incident or the persons involved, and shall act in appropriate ways as liaison between the teacher, the police, and the courts.

E. A school nurse shall be scheduled to be in each building for the entire school day.

Article XXVII

MAINTENANCE OF CLASSROOM CONTROL AND DISCIPLINE

The Board and the Association hereby agree that the following policy regarding student discipline will be in effect.

A. Discipline is synonymous to orderliness which is essential for accomplishment and finds expression in the insistence of teachers that in the classroom the orderly behavior of the student is a necessary condition for learning. Teachers are distressed when they confront children who have not been thus socialized. On the other hand, we are constantly making demands on children yet we seldom praise or give assurance of successful performances. This anxiety manifests itself in the insecurity of the child who seeks constant assurance instead of failure or rejection which can be devastating.

B. 1. Classroom discipline, student attendance and behavior are primarily and directly the responsibilities of the teachers. It is recognizable that there are personality differences and various methods of handling youngsters among teachers. For this reason the term "first offense" or "disruptive behavior" must be considered in terms of degree and professionals involved must use judgment and direction in interpreting the procedures of this article.

2. Community agencies (youth guidance, police, attendance officers, courts) are responsible for enforcing and upholding the state laws governing education. For this reason a stronger communication between each agency and the school is absolutely essential. The effectiveness of a discipline policy is directly dependent on the enactment of these legal procedures.

C. When in the judgment of a teacher a student is by his behavior severely disruptive to the instructional program to the detriment of the other students, the teachers should pursue the following procedures:

1. Class cuts in the high schools and elementary schools.

a. Maintain for both high schools the cut-checking systems as it presently exists at John F. Kennedy High School. In elementary schools teachers of traveling classes will check with homeroom attendance to determine cuts.

b. Some method of informing parents of cuts on a regular basis should be devised. It was tentatively agreed that this information be included on the supplementary reports. These should be mailed to the parents for the High Schools. In the elementary they will be mailed only if receipt by the parents is questionable.

C. Cutting procedure

1. First offense—teacher shall assign detention for the purpose of making up time and work. No credit shall be given for makeup work. Parents will be notified by mail on postcard form.

2. Second offense—teacher shall send form letter to parent indicating that cutting is an infringement of the rules and student will be suspended the next time. The immediate supervisor, guidance and parents should be notified and consulted in regard to this action. Detention again should be assigned.

3. Third offense—student will be referred to the administrator who shall call in parents to discuss problem, student will be suspended. At this time student should have all extra-curricular privileges removed including athletic activity.

If a student does not appear for detention his behavior is now considered "defiance of authority". He shall be referred to the office immediately and handled according to the procedure for this office.

2. Tardiness to School

A student shall be admitted to class and a tardy slip made out by the classroom teacher. The teacher will determine the proper measure to be taken for the first and second offense. On the third offense the stu-

dent will be referred to the principal, who will determine the disposition of the case. (Student-principal conference.) On the fourth offense, a joint conference among parent-teacher-principal to discuss cause of tardiness and reestablish parental knowledge of the law. Fifth offense-suspension. A central detention hall should be established by the administrator for tardy students —tardy to class, teacher assigns detention, third offense refer to office.

3. Truancy and defacement or destruction of property are clearly defined by law. Once the necessary procedures are completed for recording such cases, it is up to the attendance department and courts to enforce the law.

4. Outsiders in school — The problem of outsiders in school is one of security. The classroom teacher must bring to the principal's attention the presence of any individuals who have no official business in the school. If the individual does not leave of his own accord, the police must be called in. Professional personnel have no legal right to do anything except request the removal of such individuals.

5. Use of vulgar and obscene language.

First offense — handled by teacher — notify administrator.

Second offense — call in parents — refer to the immediate supervisor and or guidance for conference.

Third offense — parental conference and or suspension.

6. Defiance of authority and verbal assault.

a. If these students on the first offense can be handled internally between teacher and administrator, child should return to classroom. If child persists in being defiant, parent must be called in. Parent will be notified by mail of offense even if conference is not required.

b. If defiance of authority cannot be handled at the time of the incident the teacher will send for

supervisor to remove student from the classroom.

c. Second offense — Parental conference and possible suspension.

d. Third offense — Suspension—refer to Special Services.

7. Physical Assault — immediate suspension. Conference with supervisor or Principal as to extent of assault and pressing of charges. Student should be referred to Special Services.

In all cases of problem behavior all means within the school should be explored and exhausted before continued suspension or expulsion is considered. Children should be tested and social workers should investigate home situations.

8. Emotionally disturbed children should continue to be placed in special education programs as recommended by the study team according to the laws of the State of New Jersey.

9. Disruptive children should not be in a regular classroom. A child suspected of this type of problem should be referred to Special Services for testing. While the specialist is working with him he should be sent to a diagnostic and evaluation center. These classes will be conducted within the existing structure of the system until future provisions can be made. The Committee highly opposes a single, separate building for this purpose (such as School No. 22). We highly recommend this continuance of the child study team in each school.

When in the judgment of the teacher or supervisor a student requires the attendance of Special Services the necessary forms shall be completed with the disposition of the case to date. If all avenues are exhausted and the teacher or administrator is not satisfied with the resolution of the case, the principal shall arrange to refer such cases to the teacher administrator liaison committee.

The standard forms and state laws referred to and applicable to this procedure will be included as a part of this addendum to the contract.

Article XXVIII

INSURANCE PROTECTION

A. As of the beginning of the 1971 school year the Board shall provide the health care insurance protection designated below. The Board shall pay the full premium for each teacher and in cases where appropriate for family-plan insurance coverage.

1. Provisions of the health-care insurance program shall be detailed in master policies and contracts agreed upon by the Board and the Association and shall include:

- a. Hospital room and board and miscellaneous costs
- b. Out-patient benefits
- c. Laboratory fees, diagnostic expenses, and therapy treatments
- d. Maternity costs
- e. Surgical costs
- f. Major-medical coverage

2. The health insurance carrier shall be the New Jersey State Public and School Employees Health Benefits Plan.

3. For each teacher who remains in the employ of the Board for the full school year, the Board shall make payment of insurance premiums to provide insurance coverage for the full twelve (12) month period commencing July 1st and ending June 30. When necessary, payment of premiums in behalf of the teacher shall be made retroactively or prospectively to assure uninterrupted participation and coverage.

B. The Board shall provide for continuance of health-care insurance after retirement on the terms detailed in the master policies and contracts agreed upon by the Board and the Association.

C. The Board shall provide to each teacher a description of the health-care insurance coverage provided under this ARTICLE, no later than the beginning of the 1971 school year, which shall include a clear description of conditions and limits of coverage as listed above.

Article XXIX

PRINCIPLES AND POLICIES FOR TEACHING CONTROVERSIAL QUESTIONS IN SCHOOLS

1. A question is controversial when one or more of the proposed answers are objectionable enough to a section of the citizenry to arouse strong reaction. The immediate cause of this reaction may be personal conviction or interest, or allegiance to an interested group. The most critically controversial questions are those characterized by current importance and by group opinion and interest.

2. The consideration of controversial questions has a legitimate place in the work of the public schools.

Sooner or later young people must meet and face such questions. It is important that they have experience with such questions under circumstances which promote consideration of all pertinent factors.

School treatment of such questions should not only promote fair and many-sided study of those questions; it should also help the student develop techniques for considering controversial questions—techniques which he will habitually use in later life.

3. The handling of a controversial question in school should be free from the assumption that there is one correct answer which should emerge from the discussion and be taught authoritatively to the student.

Indoctrination is not the purpose; rather, the purpose is to have the student see as fully as possible all sides of the question.

4. A controversial question should be handled in an appropriate setting by a teacher prepared for such a responsibility. Such a question is always related to many things in the past and the present, which are important to any profitable study of it.

The wise teacher avoids going into a controversial question beyond his own depth. A student would better be uninformed about a question than misinformed about it.

5. The decision as to whether a controversial question shall become a matter for school study should be based on such considerations as the timeliness of the question, the maturity of the students, the needs of the students, and the purposes of the school.

The school must determine how much time and how much emphasis shall be given the question.

6. In addition to the planned discussion of controversial questions, there are occasions when such a question arises unexpectedly. The teacher has the responsibility of discerning its controversial nature and handling it accordingly.

7. The Board of Education should go on record with a declaration of policies for handling controversial questions in the schools. Having done so, it should protect the teaching and administrative personnel from partisan pressures.

In New Jersey the local board is by law responsible for determining what shall be taught in the schools, subject to general laws and regulations as prescribed by the State Board of Education.

8. The Board of Education should make sure that the students are provided with adequate and varied instructional materials which present fully all sides of the controversial questions to be considered.

Since present day live questions are, in the main, those to be considered, current materials such as books, newspapers, magazines, and audio visual aids are highly important.

9. The proper avenues by which arguments on controversial questions reach students in school are the teachers holding appropriate certificates, the students themselves, and the materials furnished by direction of the Board of Education.

No individual or group can claim the right to present arguments directly to students in school. Such a "right" would make the schools battlegrounds for dozens of kinds of controversies.

A citizen has a right to assume that controversial questions are being presented fairly, and to protest to the Board of Education if convinced that they are not.

Article XXX

BOOKS AND OTHER INSTRUCTIONAL MATERIALS AND SUPPLIES

A. The Board shall allocate sufficient funds to provide for the purchase and/or replacement of textbooks, library books, instructional materials, supplies and equipment of sufficient quality and quantity to enable teachers to properly fulfill their teaching responsibilities.

1. The selection of standard and supplementary textbooks for use in the Paterson School System shall be listed and recommended by a representative group of teachers and professional school personnel appointed by the Superintendent of Schools. Teachers shall be encouraged to add recommendations to this list whenever they feel it is necessary, as new books are placed on the market, and may do so directly or through the teacher liaison committee. All teachers and professional personnel have the academic freedom to choose and assign books, not listed on standard or supplementary lists, to children for a special assignment.

2. A petty cash account in the sum of fifty dollars shall be established in every school at the opening of the school term in September of each year.

a. The Secretary of the Board shall deliver said amount to the principal of each school prior to September 15th.

b. All expenditures from said Petty Cash Account shall be verified by voucher under the signature of the principal.

c. Vouchers shall be preserved and presented to the auditor when the annual audit is made.

d. Any balance in the Petty Cash Account on June 15 shall be returned by check to the Board of Education together with an itemized record of expenditures.

3. The Board agrees that the Superintendent's present committee which reviews and evaluates books and other instructional materials for the purpose of selection shall be expanded.

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

C. The Board of Education shall operate a central supply system under the direction of a director to be appointed by the Board and at such salary as may be established by the Salary Guide.

The director shall be directly responsible to the Secretary of the Board of Education.

All purchases for the Central Supply System shall be made through the office of the Secretary of the Board.

Article XXXI

DEDUCTION FROM SALARY

A. 1. The Board agrees to deduct from the salaries of its teachers dues for the Paterson Education Association, the Passaic County Education Association, the New Jersey Education Association or the National Education Association, or any one or any combination of such Associations as said teachers individually and voluntarily authorize the Board to deduct. Such deductions shall be made in compliance with Chapter 310, Public Laws of 1967 (NJSA 52:14-15.9e) and under rules established by the State Department of Education. Said monies together with records of any corrections shall be transmitted to the treasurer of the Paterson Education Association by the 15th of each month following the monthly pay period in which deductions were made. The Association treasurer shall disburse such monies to the appropriate association or associations.

2. Each of the associations named above shall certify to the Board, in writing, names of members and the current rate of its membership dues. Any association which shall change the rate of its membership dues shall give the Board written notice prior to the effective date of such change. By mutual agreement this section may be amended.

B. The Board agrees to deduct from teachers' salaries money for local, state and/or national association services and programs as said teachers individually and voluntarily authorize the Board to deduct and to transmit the monies promptly to such association or associations.

C. Upon request of not less than 25% of the teachers, the Board shall make available a tax shelter annuity program.

Article XXXII

MISCELLANEOUS PROVISIONS

A. The Board and the Association agree that there shall be no discrimination, and that all practices, procedures, and policies of the school system shall clearly exemplify that there is no discrimination in the hiring, training, assignment, promotion, transfer, or discipline of teachers or in the application or administration of this Agreement on the basis of race, creed, color, religion, national origin, sex, domicile, or marital status.

B. This Agreement constitutes Board policy for the term of said Agreement, and the Board shall carry out the commitments contained herein and give them full force and effect as Board policy.

C. Except as this Agreement shall otherwise provide, all terms and conditions of employment applicable on the effective date of this Agreement to employees covered by this Agreement as established by the rules, regulations and/or policies of the Board in force on said date shall continue to be so applicable during the term of this Agreement. Unless otherwise provided in this Agreement, nothing contained herein shall be interpreted and/or applied so as to eliminate, reduce nor otherwise detract from any teacher benefit existing prior to its effective date.

D. If any provision of this Agreement or any application of this Agreement to any employee or group of employees is held to be contrary to law, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

E. Any individual contract between the Board and an individual teacher, heretofore or hereafter executed, shall be subject to and consistent with the terms and conditions of this Agreement. If an individual contract contains any language inconsistent with the Agreement, this Agreement, during its duration, shall be controlling.

F. Two thousand copies of this Agreement shall be printed at the joint expense of the Board and Association after agreement with the Association on format within thirty (30) days after the Agreement is signed. The Agreement shall be presented to all teachers now employed and hereafter employed.

G. Whenever any notice is required to be given by either of the parties to this Agreement to the other, pursuant to the provision(s) of this Agreement, either party shall do so by telegram or registered letter at the following addresses:

1. If by Association, to Board at
City Hall Annex
Ellison Street
Paterson, New Jersey
2. If by Board, to Association at
PEA Headquarters
Alexander Hamilton Hotel
Church Street
Paterson, New Jersey

or summer address of the
President of the Association

Article XXXIII

WORKING CONDITIONS

A. The Board agrees that there will be an immediate end to all unnecessary interruptions of instruction.

B. The Board agrees to make every reasonable effort to comply with the following as soon as possible.

1. Proper furniture in every classroom.
2. Adequate lighting in every classroom.
3. Effective repair and maintenance of school buildings.
4. The Association shall have knowledge of planned programs of rehabilitation or replacement of all antiquated school buildings.

C. The Board agrees to establish a readiness testing program in reading at the kindergarten level to determine as early as possible the potentially gifted and culturally handicapped children.

D. In the event of injuries sustained by any teacher in the course of his employment, it is the responsibility of the principal to report the same to the Board. The report shall be made out in triplicate and one copy sent to the Superintendent, one to the Counsel, and the third copy retained by the principal. Forms containing the information required shall be furnished to the schools. Injured teachers are required to retain a physician from the list furnished by the Board's Workmen's Compensation carrier in order to avoid personal liability for payment of doctor's bills. In extreme cases the principal shall notify the Counsel by telephone immediately and prior to filing the formal report.

E. The Board agrees to retain the two full time security guards at Eastside High School and to provide two security guards for Kennedy High School.

Article XXXIV
DURATION OF AGREEMENT

A. This Agreement shall be effective as of July 1, 1971, and shall continue in effect until June 30, 1973 subject to the Association's right to negotiate over a successor Agreement as provided in Article II. 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 secretaries, all on the day and year above written.

PATERSON EDUCATION ASSOCIATION

By s/ William Bulmer
President

By s/Emilie Renna
Negotiator

PATERSON BOARD OF EDUCATION

By s/ Leonard R. Jacoby
President

By s/ Charles J. Riley
Secretary

By s/Leon Wilson
Negotiator

SCHEDULE A — PART ONE

1971-1972 Salary Guide

Step	BA	BA+30	MA	MA + 30	PhD
1	\$7,900	\$8,300	\$8,600	\$9,000	\$9,300
2	8,200	8,600	8,900	9,300	9,600
3	8,500	8,900	9,200	9,600	9,900
4	8,800	9,200	9,500	9,900	10,200
5	9,200	9,600	9,900	10,300	10,600
6	9,600	10,000	10,300	10,700	11,000
7	10,000	10,400	10,700	11,100	11,400
8	10,400	10,800	11,100	11,500	11,800
9	10,800	11,200	11,500	11,900	12,200
10	11,200	11,600	11,900	12,300	12,600
11	11,600	12,000	12,300	12,700	13,000
12	12,000	12,400	12,700	13,100	13,400
13	12,400	12,800	13,100	13,500	13,800

In addition the following adjustment for longevity for teachers who have taught in Paterson 10 years.

11	12,000	12,400	12,700	13,100	13,400
12	12,400	12,800	13,100	13,500	13,800
13	12,800	13,200	13,500	13,900	14,200

SCHEDULE A — PART TWO

1972-73 Salary Guide

Step	BA	BA+30	MA	MA + 30	PhD
1	\$8,600	\$9,000	\$9,300	\$9,700	\$10,000
2	8,900	9,300	9,600	10,000	10,300
3	9,200	9,600	9,900	10,300	10,600
4	9,500	9,900	10,200	10,600	10,900
5	9,900	10,300	10,600	11,000	11,300
6	10,300	10,700	11,000	11,400	11,700
7	10,700	11,100	11,400	11,800	12,100
8	11,100	11,500	11,800	12,200	12,500
9	11,500	11,900	12,200	12,600	12,900
10	11,900	12,300	12,600	13,000	13,300
11	12,300	12,700	13,000	13,400	13,700
12	12,700	13,100	13,400	13,800	14,100
13	13,100	13,500	13,800	14,200	14,500

In addition the following adjustment for longevity for teachers who have taught in Paterson 10 years.

11	12,700	13,100	13,400	13,800	14,100
12	13,100	13,500	13,800	14,200	14,500
13	13,500	13,900	14,200	14,600	14,900

SCHEDULE B

School Calendar 1971-1972

Date of Opening	Teachers	Tues., Sept. 7, 1971
	Pupils	Wed. Sept. 8, 1971
Rosh Hashanah		Mon., Sept. 20, 1971
		Tues., Sept. 21, 1971
Yom Kippur		Wed., Sept. 29, 1971
Columbus Day		Mon., Oct. 11, 1971
Veteran's Day		Mon., Oct. 25, 1971
Election Day		Tues., Nov. 2, 1971
N.J.E.A. Convention		Thurs., Nov. 4, 1971
		Fri., Nov. 5, 1971
Thanksgiving Recess		Thurs., Nov. 25, 1971
		Fri., Nov. 26, 1971
Christmas Vacation		Fri., Dec. 24, 1971 to
		Sun., Jan. 2, 1972 inclusive
Martin Luther King		Sat., Jan. 15, 1972
Lincoln's Birthday		Sat., Feb. 12, 1972
Washington's Birthday		Mon., Feb. 21, 1972
Crispus Attucks		Mon., Mar. 6, 1972
Good Friday		Fri., Mar. 31, 1972
Easter Vacation		Mon., April 3, 1972 to
		Sun., April 9, 1972 inclusive
Memorial Day		Mon. May 29, 1972
Closing Day		
	Pupils	Fri., June 23, 1972
	Teachers	Mon., June 26, 1972
	Administrators	Tues., June 27, 1972

SCHEDULE C

A. Elementary and primary school sessions shall be from 8:45 A.M. to 11:45 A.M.; and from 1:00 P.M. to 3:20 P.M. and no part of the school session shall be used for dismissal.

B. Sessions at the high school shall begin at 8:35 A.M.; and end at 2:50 P.M. or a similar time span to meet the conditions then existing.

C. All teachers shall be in attendance at their stations or classrooms and prepared for duty ten (10) minutes before the opening of the school session. The school hours shall be devoted to the interest of the school, to the exclusion of any other employment, study, or pursuit.

D. All teachers are required to remain in their classrooms for a minimum period of fifteen minutes after the children are dismissed. No teacher may leave the building before then unless excused by the principal except during his duty-free lunch period.

SCHEDULE D

In-Service Credit

Teachers shall be given in-service credit to be used towards equivalency levels in the Paterson School District. For each in-service workshop, conference or program as outlined in ARTICLE XXV, teachers shall receive credit at the rate of three (3) semester hours for every workshop fifteen (15) sessions at one (1) hour each.

SCHEDULE E

Extra - Curricular Compensation

A. 1. Teachers shall be released from instruction assignments in the high school as follows:

Advisor to the Student	
Government Association	1 teaching period
School newspaper advisor	2 teaching periods
Audio Visual Director	1 teaching period
Senior class advisor	1 teaching period
Locker advisor	1 teaching period
Advisor National Honor Society	1 supervision per.
Advisor to yearbook	2 teaching periods
Assembly programmer	1 teaching period
Advisor newspaper finance	1 teaching period

2. The following clubs will be conducted after school hours at the discretion of the teacher advisor:

The Key Club
The Z Club
The Chemistry Club
The Math Club
The Photography Club
The French Club
The Science Club
Future Teachers
Future Nurses
Interact Club
Negro History and Culture Club
Puerto Rican Organization
Spanish Club
Business Club
Future Homemakers of America
And many other clubs which are not listed here.

SCHEDULE E

Extra - Curricular Compensation

B. PART 1. ATHLETICS

	Starting Salary	Increment 1st Step
1. Football		
Head Coach	\$1,200	\$200
1st Assistant	600	150
2nd Assistant	500	150
Freshman Coach	500	150
2. Basketball		
Head Coach	900	200
1st Assistant	600	150
2nd Assistant	400	150
3. Baseball		
Head Coach	600	200
J. V. Coach	400	150
4. Spring Track		
Head Coach	600	200
Assistant	300	150
5. Soccer		
Head Coach	600	200
Assistant	300	150
6. Tennis		
Coach	300	150
7. Golf		
Coach	300	150
8. Rifle		
Coach	300	150

	Starting Salary	Increment 1st Step
9. Wrestling		
Head Coach	500	200
Assistant	300	150
10. Cheerleaders, Majorettes, Twirling Advisors (2)	250	75
11. Band Director	500	200
12. Team Trainer	100	50
13. Equipment	100	50
14. Treasurer (Athletics)	500	200
15. Bowling Coach	300	150
16. Cross Country Coach	500	200
17. Drama Coach	500	200
18. Music Director	500	200
19. Evening functions for Nurses		
	<p>Ten (10) dollars per evening to be paid with Board approval by the School Organization sponsoring the function.</p> <p>ex. Senior Class Night Music & Dramatic Art Shows</p>	
20. Athletic Director	1200	300
21. High School Faculty Treas.	500	

SCHEDULE E — PART TWO

1. No coach shall be appointed to coach more than two sports.
2. No coach shall be appointed to coach any two overlapping sports.
3. The Director of Athletics shall be responsible for submitting requisitions of needed athletic equipment to the Secretary of the Board of Education before March 1 of each year. These requisitions to be submitted in manner and form required to expedite the acquiring of the athletic equipment by public bidding as required by statute prior to the beginning of the next season.
4. Coaching assignments shall be made by the Board of Education for one year only and must be renewed from year to year.
5. Administrative or supervisory professional personnel shall not be appointed to a coaching position in any school.