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Agreement

between

**The Trenton
Board of Education**

and

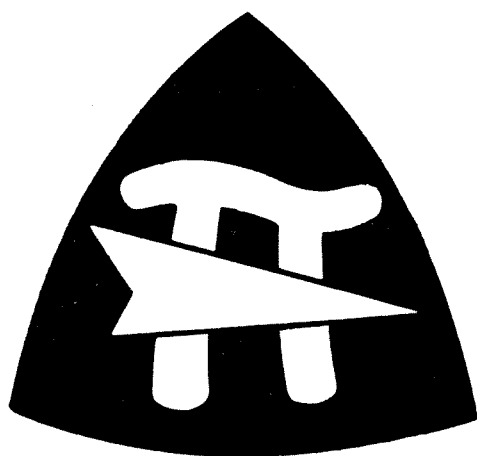
**The Trenton
Education
Association**

NOT CIRCULATE

covering the period

Sept. 1, 1968 to Oct. 14, 1969

TEA-NJEA-NEA



TEA-NJEA-NEA

**TRENTON
EDUCATION ASSOCIATION**

201 West State Street
Trenton, New Jersey 08608
396-0016

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AGREEMENT

between

**THE TRENTON
BOARD OF EDUCATION**

and

**THE TRENTON
EDUCATION ASSOCIATION**

covering the period

SEPTEMBER 1, 1968

to

OCTOBER 14, 1969

Adopted by the Trenton Board of Education

SEPTEMBER 3, 1968

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PREAMBLE

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

THIS AGREEMENT IS MADE AND ENTERED INTO on this third day of September, 1968, by and between the Board and the Association.

Article I

RECOGNITION

A. On December 14, 1967, a secret ballot election was conducted among certain professional employees of the Board to determine which, if any, teacher organization they wished to have represent them in professional negotiations with the Board, and the Association was elected as representative of the professional employees in that election.

B. The Board recognizes the Association for purposes of professional negotiation as the exclusive representative of a unit consisting of all employees of the Board holding the following positions: classroom teachers, pre-kindergarten teachers, reading teachers, elementary music teachers, elementary physical education teachers, helping teachers, home instruction teachers, social workers, librarians, guidance counselors, long term substitutes, resource teachers, psychologists, nurses (including those whose work station is in the Skills Center), teachers on leaves of absence except those whose leave began prior to September 1, 1966, Curriculum Coordinator, Audio-Visual Co-

ordinator, Coordinator of Athletics, Library Coordinator for Elementary Schools, Apprentice Coordinator, Work Experience and Employment Supervisor and (by name), Donald Garrison, Frank Nappi, Elan Neev, John L. DiFranco, Harold DuShane, and Samuel W. Scriven (all of whom carry a "Miscellaneous" designation), team leaders and interns designated as members of the National Teacher Corps.

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

C. This recognition shall not impair the rights of any employee or group of employees under Section 19 of Article I of the New Jersey Constitution.

Article II

NEGOTIATION PROCEDURE

A. 1. Not later than November 15, 1968, the parties agree to enter into professional negotiations relating to a successor agreement in accordance with the procedures set forth herein in a good-faith effort to reach agreement on all matters raised by either party concerning the terms and conditions of teachers' employment. All Agreements in such negotiations shall be implemented by the Board and incorporated into a successor Agreement effective the following September for the school year of 1969-70.

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

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

B. Impasse—Mediation

1. An impasse in negotiations shall occur if the parties concur that they are at an impasse or if they have failed to reach agreement on all topics of negotiation by January 5 of each year. In the event of an impasse, the Board and the Association shall request the American Arbitration Association to submit a list of qualified persons from which one may be selected to act as mediator. The parties will then be bound by the rules and procedures of the American Arbitration Association in the selection of the mediator.

2. The mediator so named shall meet with the parties forthwith, either jointly or separately, and shall take such other steps as he deems appropriate in order to persuade the parties to resolve their differences.

3. The costs for the services of the mediator, including per diem expenses, if any, and actual and necessary travel and subsistence expenses shall be borne equally by the Board and the Association.

C. Before the Board adopts a change in the policy manual which affects teachers' terms or conditions of employment, the Board will notify the Association in writing that it is considering such a change. The Association will have the right to negotiate with the Board over such proposed change, provided that it files such a request with the Board within five (5) school days after receipt of said notice.

D. The Board agrees not to negotiate with any teachers' organization other than the Association in regard to teachers' terms or conditions of employment during the term of this Agreement.

Article III

GRIEVANCE PROCEDURE

A. Declaration of Purpose

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

B. Definitions

1. A "grievance" is a claim based upon an event or condition which affects the welfare or working conditions of a teacher or group of teachers and/or the interpretation or meaning of any of the provisions of this Agreement or any subsequent agreement entered into pursuant to this Agreement.

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

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

C. Structure

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

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

D. Procedure

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

In the event a grievance is filed on or after June 1 which, if left unresolved until the beginning of the following school year, could result in irreparable harm to a party in interest, the time limits set forth herein shall be reduced so that the grievance procedure may be exhausted prior to the end of the school term or as soon thereafter as is practicable.

1. Level One.

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

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

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

(d) If the written grievance is not filed within thirty (30) school days after the teacher knew or should have known of the act or condition on

which the grievance is based, then the grievance shall be waived. A dispute as to whether a grievance has been waived under this paragraph shall be subject to arbitration pursuant to Level Four.

2. Level Two.

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

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

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

3. Level Three.

(a) In the event that the aggrieved person is not satisfied with the disposition of his grievance

at Level Two, or in the event no decision has been rendered by the Superintendent within five (5) school days after the conclusion of the hearing or fifteen (15) school days after the grievance has been filed with the Superintendent, he may request the AGC to appeal the grievance to the Board, in which event the AGC shall take the appeal by notifying the Superintendent in writing.

(b) The full Board shall meet with the grievant and representatives of the AGC on the grievance within thirty (30) calendar days after the appeal is filed to review the relevant facts presented at Level Two. The grievant and no more than six (6) representatives of the AGC shall be present solely for the purpose of reviewing the accuracy of the facts presented below and to certify any documentary evidence that may have been presented below. No new evidence shall be presented.

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

4. Level Four.

(a) In the event that the aggrieved person is not satisfied with the disposition of his grievance at Level Three, or in the event that the Board does not render a decision within twenty (20) calendar days after having met with the grievant and representatives of the AGC or thirty (30) calendar days after the appeal was filed with the Superintendent, he may, within five (5) school days after being notified of the decision by the Board, request in writing that the AGC submit his grievance to arbitration. If the AGC determines that the grievance is meritorious and submitting it to arbitration is in the best interests of the Trenton School System, it may submit the grievance to arbitration by so notifying the Superintendent within fifteen (15) school days after receipt of a request for submission by the aggrieved person.

(b) The Board and the AGC shall then attempt to agree on an arbitrator to determine the partic-

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

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

(d) The arbitrator's decision shall be in writing and shall set forth his findings of fact, reasoning and decision on the issues submitted. As to those grievances which involve decision of the meaning or interpretation of the language of this Agreement, the arbitrator's decision shall be final and binding on the parties. As to all other grievances covered by this Article, the arbitrator's decision shall be advisory only. In deciding grievances, the arbitrator shall be without power or authority to make any decision contrary to, or inconsistent with, or modifying or varying in any way, the terms of this Agreement or of applicable law or rules or regulations having the force and effect of law; involving Board discretion or policy under its rules and regulations which survive this Agreement; or limiting or interfering in any way with the powers, duties and responsibilities of the Board under applicable law.

(e) The costs for the services of the arbitrator including per diem expenses, if any, and actual and necessary travel and subsistence expenses, shall be borne equally by the Board and the Association.

E. Rights of Teachers to Representation

1. No reprisals of any kind shall be taken by the Board or by any member of the administration

against any party in interest, any School Representative, any member of the AGC or any other participant in the grievance procedure by reason of such participation.

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

F. Miscellaneous

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

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

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

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

Article IV

SALARIES

A. As of September 1, 1968, teachers shall be paid according to the salary schedule attached hereto as Schedule A.

B. 1. Pay checks shall be issued and delivered to teachers on alternate Fridays. There shall be two (2) pay periods in September.

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

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

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

Article V

TEACHER FACILITIES

A. Each school will have the following facilities:

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

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

3. An appropriately furnished room, which will include a pay telephone, to be reserved for the exclusive use of the teachers as a faculty lounge. Said room will be in addition to the aforementioned teacher work area.

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

5. Each teacher assigned full-time to a school building shall be assigned a classroom or office for

his exclusive use outside of regular teaching hours, with a desk or other equivalent facility and a place to store materials and supplies for his personal use.

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

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

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

Article VI

USE OF SCHOOL FACILITIES

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

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

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

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

D. The Association shall have the right to the use of the teachers' school mail boxes.

Article VII

LEAVE POLICIES

A. Sick Leave

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

2. Additional sick leave benefits shall be allowed to teachers according to the following schedule:

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

3. Leave for Continued Illness

In case of continued illness, the Board of Education may grant a leave of absence under such conditions as it may prescribe.

B. Illness in Immediate Family

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

C. Death in Family

All full-time employees shall be allowed five (5) days without loss of pay at the time of death in the immediate family. Immediate family shall

mean spouse, child, parent, brother, sister, or other relative living in the same household at the time of death.

D. Death of Others

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

E. Personal Business or Religious Holidays

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

F. Marriage of Employee or in Immediate Family

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

G. Other Emergency or Urgent Reason

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

H. Court Order

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

I. Jury Duty

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

J. Inter-School Visitations, Conferences, Conventions

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

K. School Holiday

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

L. Furlough

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

M. Sabbatical Leave

1. Study and Observation

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

2. Rest or Travel

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

3. Return from Leave

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

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

N. Maternity Leave

An employee, expecting to become a mother and wishing to continue in the service, must request a leave of absence without pay, to become effective at least five months prior to the birth of the child and to terminate on the first of September following the first anniversary of the birth of the child.

Upon the recommendation of the Superintendent of Schools and the approval of the Chief Medical Inspector, the Board of Education may permit personnel to leave at a later date or return at an earlier date than provided herewith.

Maternity leave may not exceed two (2) years.

O. Exchange Teacher— Study Grant Leave

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

Article VIII

VOLUNTARY TRANSFERS AND REASSIGNMENTS

A. The Superintendent shall assign all newly-elected personnel to their specific positions which, except for substitute teachers, shall be within the type of service for which the teacher has been employed. The Superintendent shall give notice of assignments to new teachers as soon after appointment as practicable.

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

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

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

Article IX

INVOLUNTARY TRANSFERS AND REASSIGNMENTS

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

B. Notice of an involuntary transfer or reassignment shall be given to teachers as soon as practicable.

C. An involuntary transfer or reassignment shall be made only after a meeting between the

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

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

Article X

STUDENT DISCIPLINE

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

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

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

D. Relating to student discipline, the duties and responsibilities of all administrators, coordina-

tors, and supervisors shall be reduced to writing and presented to each teacher at the start of each school year.

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

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

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

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

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

H. 1. The Board and the Association agree to establish a committee by October 1, 1968, to recommend constructive programs for pupils whose presence in regular classes represent unusual problems for the regular learning process.

2. The committee shall consist of five (5) persons appointed by the Superintendent and four (4) teachers appointed by the Association President. These personnel shall be appointed in a manner to insure representation of grade level and special services.

3. Programs established on recommendation of this committee shall be evaluated no later than three (3) years after implementation, but in no case earlier than one (1) year.

Article XI

SCHOOL CALENDAR

A. The school calendar 1968-69 shall be as set forth in Schedule B.

Article XII

TEACHING CONDITIONS

A. Lunch Periods

Secondary school teachers shall have a duty-free lunch period with a minimum time equivalent to the length of the students' lunch period in conformance to state law. All teachers in the elementary schools shall have a duty-free lunch period of one (1) hour. Elementary teachers may be required to supervise lunch programs on a rotating basis where the best interest of the pupils is served.

B. Preparation Periods

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

2. In elementary classes, building principals shall be encouraged to utilize specialists in a manner which would make available preparation periods. When an elementary class is receiving instruction from a teaching specialist on a regularly

assigned basis, the regularly assigned teacher may use this time for preparation, subject to permission first obtained from the building principal, at any place in the school building.

C. Teaching Load

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

2. Academic subject area teachers shall not be assigned more than five (5) teaching periods per day.

D. When feasible, notices for faculty meetings shall be given to the staff at least two (2) days prior to the meeting.

E. School Day

The regular school day for assigned teaching, planning and consultation functions including arrival and departure shall consist of no more than six (6) hours and fifty (50) minutes which shall include a lunch period.

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

G. Any teacher, who in pursuance of assigned school duties is required to travel from one location to another during the course of a school day and for whom a car is not supplied, shall be reimbursed at the rate of ten (10¢) cents per mile.

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

Article XIII

TEACHER EVALUATION

A. Teachers shall be given a copy of their rating or any other written evaluation of their work prepared by their supervisors, and shall

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

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

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

Article XIV

TEACHER AND ASSOCIATION RIGHTS

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

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

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

D. No teacher shall be disciplined, reprimanded, reduced in rank or compensation or deprived of any professional advantage without just cause. Any such action asserted by the Board, or

any agent or representative thereof, shall be subject to the grievance procedure set forth.

E. The Association shall be given a place on the agenda of the Orientation Program for new teachers.

F. 1. All conditions agreed to in this Agreement shall be maintained at not less than the highest minimum standards in effect in the system at the time this Agreement is signed, provided, however, that such conditions shall be improved for the benefit of teachers as required by the express provisions of this Agreement.

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

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

Article XV

TEACHER PROTECTION

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

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

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

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

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

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

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

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

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

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

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

Article XVI

PROFESSIONAL DEVELOPMENT AND EDUCATIONAL IMPROVEMENT

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

B. To this end the Board agrees:

1. To hire only teachers holding approved certificates for every regular assignment.

2. To provide workshops, conferences, and programs during school hours designed to improve the quality of instruction at such times and under

such circumstances as the administration shall deem proper.

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

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

Article XVII

CLASS SIZE

A. The goal for class size will be to maintain academic classes not in excess of thirty (30) pupils. Immediate steps will be taken so as to assure that no academic class will be maintained at a level in excess of thirty-five (35) pupils for the 1968-69 school year.

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

Article XVIII

RELIEF FROM NON-TEACHING DUTIES

A. The Board and the Association acknowledge that a teacher's primary responsibility is teaching and planning for instruction and that his energies should be utilized exclusively to this end. The

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

B. There shall be a committee of six (6), three (3) appointed by the superintendent and three (3) by the Association, to develop during the contract year a definitive plan to more effectively have teachers relieved of non-teaching duties where practical.

Article XIX

AUXILIARY PERSONNEL

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

- 2 Librarians
- 4 Community Agents
- 3 Disciplinarians at the high school
- 12 Security Guards

B. For the 1968-69 school year, the Board will employ auxiliary personnel under the Title I program financed by the Federal Government, it being understood that this provision shall apply only to the school year 1968-69. The Board will not be required to continue any Title I program if Title I funds are not available. The following are the auxiliary personnel not being so employed:

- 3 Psychologists
- 1 Social Worker
- 3 Physical Education Teachers
- 3 Music Teachers
- 2 Librarians
- 2 Helping Teachers
- 1 Full-time Science Teacher
- 1 Half-time Science Teacher
- 1 Half-time Enrichment Teacher
- 1 Art Teacher
- 11 Full-time Reading Teachers
- 2 Half-time Reading Teachers
- 47 Teacher Aides
- 18 Community Agents
- 12 New Career Aides

Article XX

TEACHER ASSIGNMENTS

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

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

Article XXI

VACANCIES, PROMOTIONS, AND SPECIAL PROGRAMS

A. 1. All vacancies in promotional positions, including specialists and/or special projects teachers and positions funded by the Federal Government, shall be posted in every school clearly setting forth a description of and the qualifications for the position, including the duties and salary, and the filing dates for applications.

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

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

B. 1. Each applicant who meets the qualifications for a vacancy shall be interviewed by a committee appointed by the Superintendent, and a record of the interview shall be filed with the application. Interview ratings for each applicant shall be prepared independently by each member of the committee.

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

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

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

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

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

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

Article XXII

BLUE CROSS-BLUE SHIELD— RIDER J

A. The Board shall pay the premium (employee only) for medical benefits coverage under the New Jersey Blue Cross Hospital Service Plan and the New Jersey Blue Shield Medical-Surgical Plan (including Rider J) effective January 1, 1969.

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

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

C. In the event a major-medical plan is requested by the Association under such terms and conditions as may be acceptable to the company carrying the medical coverage referred to under paragraph "A" above, then and in that event, upon the request of the Association, the Board shall make deductions from the salary of each requesting teacher for the payment of such premium.

Article XXIII

EXTRA-CURRICULAR ACTIVITIES

A. The Board, through its Athletic Committee, will increase the fund to be paid for coaches by \$5,000 over and above that which was paid during 1967-68. The precise payments and schedule shall be determined by the Athletic Committee of the Board after consultation with the Association.

B. There shall be a committee of six (6) appointed, three (3) by the Board and three (3) by

the Association, which shall review the existing schedules of extra-curricular activities and develop and implement a mutually acceptable plan for the modification or improvement of such schedules during the 1968-69 school year.

Article XXIV

TEXTBOOKS AND INSTRUCTIONAL MATERIALS

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

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

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

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

Article XXV

TEACHER FILES

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

1. Administrators will be encouraged to place in the file information of a positive nature indicat-

ing special competencies, achievements, performances, or contributions of an academic, professional or civic nature. All material received from and signed by responsible sources concerning a teacher's conduct, service or character may be placed in the file.

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

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

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

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

Article XXVI

ACADEMIC FREEDOM

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

and learning, and in which academic freedom for teacher and student is encouraged.

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

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

Article XXVII

SUBSTITUTES

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

B. Since it is desirable for each teacher to use an uninterrupted preparation period each day, the practice of using a regular teacher as a substitute, thereby depriving him of his preparation period, is undesirable and should be discouraged.

Article XXVIII

DUES DEDUCTION

A. The Board agrees to deduct from the salaries of its employees dues for the Trenton Education Association, the Mercer County Education Association, the New Jersey Education Association 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 of the Laws of 1967 (NJSA 52:14-15.9e) and under rules established by the State Department of Education. Said monies will be transmitted promptly by the 15th of each month to the treasurer of the Trenton Education Association who in turn will transmit such monies to the appropriate association or associations. Teacher authorization shall be in writing in the form set forth below:

B. Authorization to deduct association membership dues

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

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

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

- Trenton Education Association
- Mercer County Education Association
- New Jersey Education Association
- National Education Association

C. Each of the Associations named in Section B shall certify to the Board, in writing, the cur-

rent rate of its membership dues. Any Association which shall change the rate of its membership dues shall give the Board written notice prior to the effective date of such change.

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

E. The filing of notice of an employee's withdrawal shall be prior to December 1 and become effective to halt deductions as of January 1 next succeeding the date on which notice of withdrawal is filed.

Article XXIX

DURATION

A. The provisions of this Agreement shall be effective as of September 1, 1968, and shall remain in full force and effect until October 14, 1969, subject to the Association's right to negotiate over the budget for each fiscal year as provided in Article II, Section A. 1., and the Association's right to negotiate over a Successor Agreement as provided in Article II, Section G.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals this third day of September, 1968.

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

JOHN TESAURO

President

DR. EDWARD J. JENNINGS

Vice-President

TRENTON EDUCATION ASSOCIATION

ALBERT J. RAGO

President

PATRICK WILDER

First Vice-President

HARRY BARBER

Second Vice-President

MRS. EILEEN ROME

FRANK J. MAZZACCO

EMANUEL TRAMONTANA

Schedule A

Teachers' Salary Guide

1968-1969

Training 4 years Levels: or less Years of Experience	5 years	M.A.	6 years	7 years	
0	6,000	6,400	6,600	6,800	7,200
1	6,400	6,800	7,000	7,200	7,600
2	6,800	7,200	7,400	7,600	8,000
3	7,200	7,600	7,800	8,000	8,400
4	7,600	8,000	8,200	8,400	8,800
5	8,000	8,400	8,600	8,800	9,200
6	8,400	8,800	9,000	9,200	9,600
7	8,800	9,200	9,400	9,600	10,000
8	9,200	9,600	9,800	10,000	10,400
9	9,600	10,000	10,200	10,400	10,800
10	10,000	10,400	10,600	10,800	11,200
11	10,400	10,800	11,000	11,200	11,600

Note: (a) longevity (experience in Trenton plus credited experience outside of Trenton).

30 years additional \$400

35 years additional \$200

40 years additional \$200

(b) Persons upon earning a doctorate will receive an additional \$500 which also will be reflected in their maximum.

Schedule A

Nurses' Salary Guide

1968-1969

Years of Experience	Training Levels:	B.S.	M.A. or B.S. + 30	B.S. + 60 M.A. + 30
	Nondegree			
0	5,000	5,300	5,600	5,900
1	5,300	5,600	5,900	6,200
2	5,600	5,900	6,200	6,500
3	5,900	6,200	6,500	6,800
4	6,200	6,500	6,800	7,100
5	6,500	6,800	7,100	7,400
6	6,800	7,100	7,400	7,700
7	7,100	7,400	7,700	8,000
8	7,400	7,700	8,000	8,300
9	7,700	8,000	8,300	8,600
10	8,000	8,300	8,600	8,900
11		8,550	8,900	9,200
12			9,100	9,500
13				9,650

Note: (a) Longevity (experience in Trenton plus credited experience outside of Trenton).

30 years additional \$400

35 years additional \$200

40 years additional \$200

(b) Persons upon earning a doctorate will receive an additional \$500 which also will be reflected in their maximum.

Schedule B

CALENDAR FOR 1968-1969

1968

SEPTEMBER

3 Tuesday

4 Wednesday

All Teachers and Administrators Meet

Schools Open

NOVEMBER

7 Thursday

8 Friday

27 Wednesday

Schools Closed - NJEA Convention

Schools Closed - NJEA Convention*

Schools Close after 4 hour session for
Thanksgiving Recess

DECEMBER

2 Monday

20 Friday

Schools Re-open

Schools close at end of regular session
for Christmas Vacation

1969

JANUARY

2 Thursday

Schools Re-open

FEBRUARY

20 Thursday

21 Friday

Schools Closed - February recess

APRIL

4 Good Friday

14 Monday

Schools Closed for Spring Vacation

Schools Re-open

MAY

30 Friday

Schools Closed - Memorial Day

JUNE

13 Friday

School Close for Summer**

*Teachers should attend the convention or engage in an approved educational activity.

**If days must be "made up" because of an excess of emergency closings of schools, such days will be made up in place of the February recess.

September	19
October	23
November	17
December	15
January	22
February	18
March	21
April	16
May	21
June	10

182 Pupils

185 Teachers

Adopted April 9, 1968

Schedule C

IN-SERVICE CREDIT

Activities Approved for Training Level Advancement (certificated personnel)

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