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840059

2300 workers

CONTRACT AGREEMENT

between

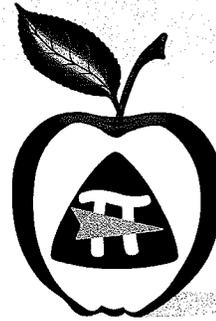
The Paterson School District

and

**The Paterson Education
Association**

2000-2001

2001-2004



PEA - PCEA - NJEA - NEA

WITNESSETH

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

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

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

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

ACKNOWLEDGEMENT

The parties have spent numerous hours in proofreading this document to ensure that its contents are an accurate reflection of the negotiated agreement. The parties recognize, however, that despite their best efforts, errors in the proofreading or printing of a document as comprehensive as this are possible. Therefore, should disputes arise with regard to the accuracy of what has been printed herein, the parties agree to rely on the 1991-94 printed collective bargaining agreement, the package presented by the Association to its membership for ratification of the 1994-97 agreement (which modifies the terms of the 1991-94 collective bargaining agreement), the 1997-2000 and subsequent Memoranda of Agreement, the language developed as a result of the Fact-Finder's Report for the 1997-2000 agreement, and relevant side-bar agreements reached by the parties.

**ARTICLE I
RECOGNITION**

1:1 REPRESENTED STAFF

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

Instructional Certificated positions *(including staff holding emergency and/or provisional certification, staff assigned to the Junior Reserve Officers Training Corps. Program but excluding Substitutes)

Education Services Certificated positions *(excluding staff members serving under a Director of Student Personnel Services certification)

Athletic Directors (if serving in non-supervisory roles)
Attendance Officers
Dental Assistants

Instructional Assistants, (including staff assigned to the Junior Reserve Officers Training Corps. Program, but excluding hourly paid Lunchroom Monitors)

School/Community Program Coordinators or other Parent Liaison staff

Secretarial/Clerical Staff, (including Employee Benefit Specialists, but excluding Confidential Secretaries as designated by law or regulation)

Registrars

Telephone Operators

Security Officers, (employed directly by the District)

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

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

1:2 EMPLOYEE DEFINED

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

**ARTICLE 2
NEGOTIATIONS OF SUCCESSOR AGREEMENT**

2:1 DEADLINE DATE

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

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

**ARTICLE 3
GRIEVANCE PROCEDURE**

3:1 DEFINITIONS

3:1-1 Grievance

A "grievance" is a claim by an employee or the Association based upon the interpretation, application, or violation of this Agreement, policies or administrative decisions affecting the terms and conditions of employment of an employee or a group of employees.

3:1-2 Aggrieved Person

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

3:1-3 Party in Interest

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

3:2 PURPOSE

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

3:3 PROCEDURE

3:3-1 Time Limits

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

The parties agree, however, that any claim of grievance must be filed in writing at the most appropriate level within thirty-five (35) calendar days of the occurrence of the event.

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

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

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

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

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

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

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

3:3-3.3-3 Whenever possible and known by the Association, the application of a Level Two hearing shall include identification of all persons aggrieved by the violation and calculation of the cost (if any) of the relief sought.

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

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

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

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

3:3-3.8 Within fifteen (15) calendar days following the Level Two hearings, representatives of the parties shall review pending grievances already presented at Level Two to determine which have been resolved,

which remain unresolved, and which shall be presented for hearing at Level Three according to the timeline established in this Agreement. This review may occur either through an in-person meeting, telephone conversation, written letter or facsimile transmission.

3:3-4 LEVEL THREE - Arbitration

3:3-4.1 Hearings

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

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

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

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

3:3-4.2 Decisions

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

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

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

3:3-4.2-4 The decision of the arbitrator shall be submitted to the District and the Association and shall be final and binding on the parties in all issues specifically pertaining to this Agreement. It shall be advisory on all other issues not covered by this Agreement.

3:3-4.3 Participants

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

3:3-4.3-2 The Association shall be entitled to have present for these hearings its President and one other school system designee with no loss of pay or leave days. In addition, the District agrees to permit grievants and those staff members as may be requested by

the Association for the purposes of providing testimony be excused from their assignments during the time they are required to attend such hearings with no loss of pay or leave days.

3:3-4.4 Cancellations

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

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

3:3-4.5 Selection of Arbitrators

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

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

3:3-4.6 Removal/Replacement of Arbitrators

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

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

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

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

3:3-4.6-3.2 If the parties are unable to agree upon an acceptable replacement arbitrator, or to obtain a commitment within the specified period, a request for a list of arbitrators may be made to the New Jersey Public Employment Relations Commission by either party. The parties shall then be bound by the rules and procedure of the New Jersey Public Employment Relations Commission.

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

3:3-4.7 Payment to Panel Arbitrators

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

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

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

3:3-4.7-3 The cost for the services of the party in interest, any representative, any member of the arbitrator, including per diem expenses if any, and actual association or any other participant in the grievance and necessary travel, subsistence expenses and the cost of procedure by reason of such participation. The hearing room shall be borne equally by the District and the Association. Any other expenses incurred shall be paid by the party incurring same.

5 MISCELLANEOUS

3:3-4.8 Limitation on Binding Arbitration

It is expressly agreed that the binding arbitration provided herein shall not be applicable to:

(a) The substance of a determination to withhold an increment for educational reasons (procedures in observation or evaluation shall be subject to binding arbitration).

(b) Class size and assignments

(c) Medical coverage pursuant to the terms of Article 26:1-2.6.

(d) Productivity Compensation awards as found in Article 24:4-2.4

3:4 RIGHTS OF EMPLOYEES TO REPRESENTATION

3:4-1 Employee and Association

Any aggrieved person may be represented at all stages of the grievance procedure by himself, or, at his/her option, by a representative selected or approved by the Association. When an employee is not represented by the Association, the Association shall have the right to be present and to state its views at all stages of the grievance procedure.

3:4-2 Reprisals

No reprisals of any kind shall be taken by the District or any member of the administration against any

3:5-1 Group Grievance

If, in the judgment of the Association, a grievance affects a group or class of employees, the Association may submit such grievance in writing to the State District Superintendent, or designee, directly and the processing of such grievances shall be commenced at Level Two. The Association may process such a grievance through all levels of the grievance procedure even though the aggrieved person does not wish to do so.

3:5-2 Written Decisions

Decisions rendered at Level One which are unsatisfactory to the aggrieved person and all decisions rendered at Levels Two and Three of the grievance procedure shall be in writing and shall set forth the decision and the reasons therefore, and shall be transmitted promptly to all parties in interest and to the Association.

3:5-3 Separate Grievance File

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

3:5-4 Forms

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

3:5-5 Meetings and Hearings

All meetings and hearings under the procedure shall not be conducted in public and shall include only said parties in interest and their designated selected representative, heretofore referred to in this ARTICLE.

**ARTICLE 4
EMPLOYEE RIGHTS**

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

Pursuant to Chapter 123, Public Laws 1975, the District hereby agrees that every employee of the District shall have the right freely to organize, join and support the Association and its affiliates for the purpose of engaging in collective negotiations and other concerted activities for mutual aid and protection. As a duly selected body exercising governmental power under the Laws of the State of New Jersey, the District undertakes and agrees that it shall not directly or indirectly discourage or deprive or coerce any employee in the enjoyment of any rights conferred by Chapter 123, Public Laws 1975 or other laws of New Jersey or the Constitution of New Jersey and the United States; that it shall not discriminate against any employee with respect to hours, wages, or any terms or conditions of employment by reason of his/her membership in the Association and its affiliates, collective negotiations with the District, or his/her institution of a grievance, complaint or proceeding under this Agreement or otherwise with respect to any terms or conditions of employment.

4:2 STATUTORY SAVINGS CLAUSE

Nothing contained herein shall be construed to deny or restrict to any employee such rights as s/he may have

under New Jersey School Laws or other applicable laws and regulations. The rights granted to employees hereunder shall be deemed to be in addition to those provided elsewhere, except however, use of the grievance procedure shall be the sole and exclusive remedy, if chosen.

3 JUST CAUSE PROVISION

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

4 REQUIRED MEETINGS OR HEARINGS

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

4:5 EVALUATION OF STUDENTS

The teacher shall maintain the exclusive right and responsibility to determine the grades and other evaluations of students within the grading policies of the Paterson School District based upon his/her given professional judgment of available criteria pertinent to any

given subject area or activity to which s/he is responsible. Any change in grade shall be initiated by the administrator making or authorizing the change on the permanent record form of the student.

4:6 ASSOCIATION IDENTIFICATION

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

4:7 CRITICISMS - PUBLIC

Any questions or criticisms by a supervisor, administrator or Board member of any employee shall be made in confidence and not in any public gathering nor in the presence of students, parents, or other employees, with the exception of Association representatives acting in the capacity of the State District Superintendent of Schools in advance of an emergency situation (i.e. fire drill, etc.) may be excluded from the provisions of this Section.

ARTICLE 5

ASSOCIATION RIGHTS AND PRIVILEGES

5:1 INFORMATION

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

5:2 RELEASED TIME FOR MEETINGS

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

5:3 USE OF SCHOOL FACILITIES AND EQUIPMENT

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

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

5:4 BULLETIN BOARDS

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

5:5 MAIL FACILITIES AND MAIL BOXES

The Association shall have the right to use the inter school mail facilities and school mail boxes. All such materials shall be in professional taste.

5:6 FACULTY REPRESENTATIVES

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

5:7 LEAVE FOR ASSOCIATION PRESIDENT

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

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

5:7-3 Upon implementation of the above Section 5:7-1 and 5:7-2, the parties agree that the Association President shall serve as a liaison between the Association and the Paterson School District for the processing of all grievances.

5:7-4 Absent implementation of the provisions of Section 5:7-1 by the Association, the District authorizes that the President of the Association shall be entitled to be absent from his/her regular duties for not more than twenty (20) days to conduct required Association business; however,

the Paterson School District shall only be responsible to pay substitute pay for ten (10) days of such absence, and the Association shall be required to pay for ten (10) days of required substitute's pay. The District further authorizes that the President of the Association shall have a block schedule for his/her workday so that his/her free time may be devoted to Association business.

5:8 ORIENTATION PROGRAMS

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

5:9 EXCLUSIVE RIGHTS

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

**ARTICLE 6
WORK YEAR**

6:1 IN-SCHOOL WORK YEAR

6:1-1 Ten (10) Month Personnel

2000-2001 The in-school work year for employees employed on a ten (10) month basis (other than personnel newly hired to the district who may be required to attend additional days for orientation prior to the beginning of the student school year) shall not exceed one

hundred eight-four (184) days, with no more than one hundred eighty (180) days of student contact.

2001-2002 The in-school work year for employees employed on a ten (10) month basis (other than personnel newly hired to the district who may be required to attend additional days of orientation prior to the beginning of the student school year) shall not exceed one hundred eight-four (184) days, with no more than one hundred eighty-one (181) days of student contact.

2002-2003 and 2003-2004 The in-school work year for employees employed on a ten (10) month basis (other than personnel newly hired to the district who may be required to attend additional days for orientation prior to the beginning of the student school year) shall not exceed one hundred eight-five (185) days, with no more than one hundred eighty-two (182) days of student contact.

6:1-1.2 The parties agree that in-school work days in excess of one-hundred eighty-two (182) for staff shall be scheduled within the student school year, and shall be designated as non-student contact days to be utilized for staff in-service training.

6:1-2 Definition of In-School Work Year

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

6:1-3 Early Dismissal Days

In furtherance of the existing past practice, in the 2001-2002 school year, two student contact days shall be designated as 1:00 p.m. dismissal days for staff and students, said days to be designated by the Paterson

Education Association. The parties further agree that the day for staff shall be considered a minimal attendance day with staff members required to be in attendance from 9:00 a.m. through no later than 12:00 noon, unless emergency circumstances require student attendance on the day, in which case staff shall be dismissed later than 1:00 p.m., or 12:25 p.m. if student lunches are not served.

2 SCHOOL CALENDAR

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

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

3 CONDUCT OF THE SCHOOLS

6:3-1 The School Year

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

6:3-2 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. 18A:1-1.]

6:3-3 The School Month

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

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

7:1 GENERAL CRITERIA

7:1-1 Check-in Procedure

As professionals, employees are expected to devote to their assignments the time necessary to meet their responsibilities. Each employee shall indicate his presence for duty by signing his/her initials to insure safety of personnel and property. All employees shall sign out in the same manner. The parties agree that the sentence of this section shall not apply for elementary primary staff members.

7:1-2 Official Time

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

7:1-3 Employee Tardiness

7:1-3.1 Definition

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

7:1-3.2 Procedure

7:1-3.2-1 Employees shall be considered tardy if they arrive after the times designated

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

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

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

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

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

7:1-4 Lunch Periods

7:1-4.1 Length

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

7:1-4.2 Leaving the Building

Employees may leave the building with requesting permission during their duty-free lunch period.

7:1-5 Meetings

7:1-5.1 Faculty and Other

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

7:1-5.2 Prior to Holidays and Weekends

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

7:1-5.3 Association Right to Speak

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

7:1-5.4 Notice and Agenda

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

7:1-5.5 Evening Meetings

Employees may be required to attend four meetings with parents which shall be scheduled as follows:

Fall Season: Parent-teacher conferences to be scheduled by the Administration on a school day from 5:30 p.m. to 8:00 p.m.

Winter Season: Parent-teacher conferences to be scheduled by the Administration on a school day from 5:00 p.m. to 7:00 p.m.

Winter Season: The second winter season evening meeting session shall be studied by a joint committee of equal representation who shall suggest to the parties, by December 1, 2001, the best use of time for the two hour parent contact. If the parties cannot reach consensus, the current second winter session two hour parent conference from 3:00 - 5:00 p.m. shall continue as presently constituted.

Spring Season: Parent-teacher conferences to be scheduled by the Administration on a school day from 5:30 p.m. to 8:00 p.m.

7:2 TEACHERS AND INSTRUCTIONAL ASSISTANTS

7:2-1 School Sessions

7:2-1.1 Sessions at the elementary and primary schools, and all other facilities at which staff represented by the Association are assigned with the exception of the high schools, shall begin at 8:20 a.m. and end at 2:55 p.m.

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

7:2.1.3 The school hours shall be devoted to the interest of the school, to the exclusion of any other employment, study or pursuit.

7:2-2 Length of Day

7:2-2.1 The total in-school workday shall consist of not more than seven (7) hours, which shall include a duty-free lunch period.

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

The in-school workday for elementary school, primary school and all other staff represented by this Association other than those assigned to the high schools, or those whose workday is established in other sections of this agreement, shall begin at 8:00 a.m. and end at 3:00 p.m. The parties agree that the ten-minutes of class time following the home room period shall be set aside as a silent reading period for all students and staff members.

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

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

7:2-2.2-3 Elementary/Primary School Flexible Program Times

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

Mode 1	Period 0-8	7:35 a.m. - 2:20 p.m.
Mode 2	Period 1-9	8:15 a.m. - 3:00 p.m.
Mode 3	Period 2-10	8:55 a.m. - 3:40 p.m.

The parties agree that the standard work day, as set forth in Mode 2 shall continue to be the schedule for the majority of the teaching staff members. Staff members initially employed to fill vacancies in flexible schedule programs shall be advised prior to being hired by the district that their employment is contingent upon participation in the designated flex program mode. However, such employment shall not preclude said employees from requesting a transfer under the terms of this Agreement.

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

7:2-2.3 High School Staff Traditional Program

7:2-2.3-1 The in-school workday for high school staff shall begin at 8:15 a.m. and end at 3:10 p.m. or other such similar time span to meet the conditions then existing.

7:2-2.3-2 High School Flexible Work Day Program

High school staff may be assigned to flexible workday schedules which are different than the

standard in-school workday to meet the District's needs so long as the in-school workday is in accordance with Article 7:2-2.1 and such work hours are consecutive. Volunteers shall be sought prior to assigning any staff member to work a flexible schedule needed to implement a District program.

7:2-2.3-3 High School Flexible Program Times

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

Mode 1	Periods 0 - 8	7:30 a.m. - 2:25 p.m.
Mode 2	Periods 1 - 9	8:15 a.m. - 3:10 p.m.
Mode 3	Periods 2 - 10	9:00 a.m. - 3:55 p.m.

The parties agree that the standard workday as set forth in Mode 2 shall continue to be the schedule for the majority of teaching staff members.

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

7:2-2.3-5 Alternative Programs

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

7:2-3 Departure Provisions

7:2-3.1 All employees are required to remain in their classrooms until the students under their

supervision leave. No employee may leave the building except during their duty-free lunch period.

7:2-3.2 Any employee who must leave the building due to illness or an emergency situation before 12 noon shall receive the loss of one sick day. Leaving after 2 noon shall result in the loss of one-half (1/2) sick day.

7:2-4 Year-end Dismissal

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

7:2-5 High School

7:2-5.1 Teaching Load

The total in-school workday for employees in the high schools as stated in paragraph 7:2-2.3 shall be utilized as follows:

7:2-5.1-1 The daily teaching load in the high school shall be five (5) teaching periods and one (1) supervision period, excluding conference periods and Home Room periods. Employees in the special areas of Home Economics, Physical Education, Fine Arts, Music and Industrial Arts shall have (6) periods of student contact per day, excluding conference periods.

7:2-5.1-2 Every high school classroom employee, in addition to a duty-free lunch period, shall have a daily preparation-conference period. The employee shall be available for conferences with parents, Department Heads, Administrators and Guidance Counselors.

7:2-5.2 Number of Preparations

High school employees shall not be required to teach more than one (1) subject area nor more than a

total of two (2) teaching preparations, except where emergencies are proven to exist. period was lost. Further, it shall be the responsibility of the building administrator to coordinate staff schedules to enforce the terms and conditions of this provision.

7:2-5.3 Changing Teaching Stations

Regular classroom employees in the high school shall not be required to change subject areas or teaching stations more than one (1) time during the day, except where emergencies are proven to exist. (i.e., music, art, home economics, industrial arts, physical education, etc.) takes over the class of an elementary classroom employee, the District agrees that the classroom employee shall have that time as a preparation period. Non-classroom employees shall continue to receive preparation time as per the practice in effect previously.

7:2-5.4 Continuous Teaching in the High Schools

High School employees shall not be required to teach continuously for more than three (3) periods, two (2) where double periods are used. SECTION, the principal and staff may agree to utilize creative management techniques, i.e., having employees use their preparation time, on an equitable basis, to cover the classes of employees who may not have access to services of specialists.

7:2-5.5 Exceptions

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

7:2-6 Elementary/Primary Preparation Time

7:2-6.1 The Paterson School District and the Paterson Education Association believe that giving teachers adequate preparation time will help achieve two of their shared goals: better teaching and improved student achievement. The parties also agree that every employee needs reasonable breaks during the workday. SECTION, the principal and staff may agree to utilize creative management techniques, i.e., having employees use their preparation time, on an equitable basis, to cover the classes of employees who may not have access to services of specialists.

7:2-6.2 To ensure that all instructional employees have formally established time for preparation elementary and primary teachers will have scheduled at least 40 minutes of preparation time per workday. Grade level meetings will not be scheduled during an employee's preparation time unless there is no other alternative. If it becomes necessary to use an employee's preparation period, at least one workday notice shall be given. In all cases, however, the employee shall be provided with another preparation period during the day the preparation time where possible, instructional staff of the same grade level will have the same preparation periods.

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

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

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

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

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

7:2-7 Instructional Assistants Break Time

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

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

7:2-8 Instructional Planning

7:2-8.1 The parties agree that the plan book is for the use and information of the teacher who prepares it. As such, every teacher shall plan lessons and teach course content in a manner s/he considers most practical and useful.

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

7:2-9 Class Coverage Compensation

7:2-9.1 In those cases where regular substitutes are not provided and a staff member covers a class during his/her conference/preparation period including his/her own class due to the absence or unavailability of assigned specialists, said staff member shall be compensated at the rate of ten dollars (\$10) per class period covered in addition to his/her own regular salary for any such coverage through June 30, 1998. Effective July 1, 1998, if the staff member accepts the

coverage, s/he shall be compensated at the rate of \$ 12.50 per period covered in addition to his/her own salary. .

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

7:2-9.2-1 Building administrators will first provide staff members on a preparation/conference period with the option of accepting or rejecting the class coverage. If the staff member accepts the coverage, s/he shall be compensated at the rate of \$10 per period covered in addition to his/her own salary for any such coverage through June 30, 1998. Effective July 1, 1998, if the staff member accepts the coverage, s/he shall be compensated at the rate of \$ 12.50 per period covered in addition to his/her own salary.

7:2-9.2-2 If unable to secure coverage in the above mentioned manner, the building administrators shall obtain from the State District Superintendent of Schools, or his designee, permission to provide staff members on a supervision period, with the option of accepting or rejecting the class coverage. If the staff member accepts the coverage, s/he shall be compensated at the rate of \$10 per period covered in addition to his/her own salary for any such coverage through June 30, 1998. Effective July 1, 1998, if the staff member accepts the coverage, s/he shall be compensated at the rate of \$ 12.50 per period covered in addition to his/her own salary. .

7:2-9.2-3 If still unable to secure coverage, building administrators may relieve staff members from an assigned instructional period to provide

class coverage. This coverage shall be assigned only with the prior approval of the State District Superintendent of Schools, or his designee. Where approval is granted, the staff member shall be compensated at the rate of \$10 per period covered in addition to his/her own salary for such coverage through June 30, 1998. Effective July 1, 1998, where approval is granted, s/he shall be compensated at the rate of \$ 12.50 per period covered in addition to his/her own salary.

7:2-9.2-4 Staff members assigned as to provide preparation time as described in 7:2-6 above, including his/her own class, shall be excluded from the coverage referred to in 7:2-9.2-2 and 7:2-9.2-3.

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

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

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

7:2-9.4 Procedural guidelines for the submission of class coverage compensation claims shall be established mutually by the State District Superintendent or designee and the Association. Said guidelines review will begin upon ratification of this Agreement for any such coverage through June 30, 1998. Effective July 1, 1998, if the staff member accepts the coverage, s/he shall be compensated at the rate of \$ 12.50 per period covered in addition to his/her own salary.

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

7:2-10 Extra Curricular Activities

7:2-10.1 Goals

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

7:2-10.2 Approved Activities

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

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

7:2-10.3 Compensation

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

7:2-10.4 Appointment/Reappointment

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

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

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

7:2-10.4-2.2 Advisors/coaches for Fall sports/activities shall be notified of their employment status in said position not later than February 1. In cases of resignation or non-reappointment, said

position shall be posted in accordance with the provisions of this Agreement with a deadline for application not later than March 1.

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

7:2-10.4-2.4 Advisors/coaches for Spring sports/activities shall be notified of their employment status in said position not later than October 1. In cases of resignation or non-reappointment, said position shall be posted in accordance with the provisions of this Agreement with a deadline for application not later than November 1.

7:2-10.5 Released Time

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

7:2-11 Field Trips

7:2-11.1 Procedure

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

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

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

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

7:2-11.2 Employee Expense Allowance

7:2-11.2-1 Employees who participate in overnight field trips shall be paid an expense allowance of \$50.00 per day. Effective September 1, 1998, said employees shall be paid an expense allowance of \$100.00 per day. In recognition of the increased responsibilities involved, the District's Environmental Resource Teacher(s) shall be compensated at the rate of \$150 per night for Environmental Program overnight field trips.

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

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

7:2-12.1 Bargaining Unit Membership

7:2-12.1-1 Positions of JROTC program instructors and instructional assistants shall be included in the Recognition Clause of this collective bargaining agreement and shall be subject to the terms and conditions of employment established for teaching staff members and instructional assistants therein, except where otherwise modified by the parties.

7:2-12.1-2 Staff members assigned to the Junior Reserve Officers' Training Corps Program (JROTC) shall be recognized as part of the Paterson

Education Association's bargaining unit effective with their employment date in the District.

7:2-12.2 Reduction In Force Exclusion

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

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

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

7:2-12.3 Work Year

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

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

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

7:3 SECRETARIES

7:3-1 Categorization

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

- 7:3-1.1 Administrative Secretaries shall reference secretarial staff assigned to:
- Central Administration Headquarters Offices including Business Office (Specialists and Senior Specialists)
 - Data Entry Clerks
 - Department of Special Services Offices
 - Employee Benefits Specialists
 - Food Services
 - Telephone Operators
 - 133 & 137 Ellison Street Offices
 - Old School #5
 - SAGE Building except the SAGE School program and any other secretarial/clerical staff not specifically assigned to a public school building.

7:3-1.2 School Secretaries shall reference secretarial staff assigned to public school buildings and those assigned to the SAGE School program.

7:3-2 Workday

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

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

7:3-2.2 Exceptions

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

7:3-2.3 Break Time

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

7:3-3 Work Week

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

7:3-4 Holidays

7:3-4.1 School Secretaries

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

7:3-4.2 Administrative Secretaries

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

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

7:3-4.2-2.1 Standard

Standard holidays are guaranteed holidays which shall consist of the following ten (10) days:

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

7:3-4.2-2.2 Unspecified

Unspecified holidays are guaranteed holidays which shall consist of five (5) of the days listed below:

- | | |
|---------------|---------------|
| Rosh Hashanah | Veteran's Day |
| Yom Kippur | Christmas Eve |

- Columbus Day
- Presidential Election
- NJEA Convention (up to 2 days)

- New Year's Eve
- Eid El Fitr
- Easter Recess
- Unanticipated Holiday(s)

7:3-4.2-3 Additional Holiday Closings

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

7:3-4.2-4 Saturday/Sunday Holidays

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

7:3-4.2-5 NJEA Convention

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

7:3-4.2-6 Snow Days

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

7:3-5 Summer Schedules

7:3-5.1 School Secretaries

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

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

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

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

7:3-5.2 Administrative Secretaries

7:3-5.2-1 The daily work hours cited in Article 7:3-2.1 shall remain in effect during the months of July and August.

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

7:3-6 Vacations

7:3-6.1 General Criteria

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

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

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

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

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

7:3-6.2 Vacation Schedules

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

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

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

7:3-6.2-2 High Schools Secretaries Including Registrars

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

7:3-6.2-3 All Other Secretarial Staff

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

7:4 ATTENDANCE OFFICERS

7:4-1 Workday

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

7:4-2 Work Year

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

7:4-3 Identification Badges

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

7:4-4 Home Visitation Protection

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

7:4-5 Communication Equipment

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

7:5 SECURITY OFFICERS

7:5-1.1 Security Officer Traditional Program

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

7:5-1.2 Security Officer Alternate Work Day Schedule

In addition to the above, the parties agree that the District shall have the right to create alternate work schedules for security officers in its sole discretion. Security officers employed directly by the district and represented by the Association may volunteer for such

schedules, but no employee may be involuntarily assigned to such a schedule.

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

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

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

7:5-2 Work Year

Security Officers shall be twelve (12) month employees.

7:5-3 Summer Schedule/Vacations

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

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

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

7:5-4 Break Time

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

7:5-5 Uniform Clothing Allowance

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

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

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

7:5-5.3 In addition to the above, in each year following said initial year of employment, the

District shall provide each security officer with \$250 during the 2000-2001 work year, \$250 in the 2001-2002 work year and \$300 in the 2002-2003 work year and thereafter for replacement uniform components, the number of officers directly employed by the District not to be reduced during the life of the agreement.

7:5-6 Communication Equipment

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

7:5-7 Overtime Notification

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

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

7:6-1 Workday

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

7:6-2 Work Year

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

7:6-2.2 In addition to the above, the District shall have the authority to establish eleven (11) month work year School/Community Program Coordinator

positions. A separate salary guide reflecting a ten percent (10%) adjustment shall be applicable for this position.

7:6-3 Flexible Assignment

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

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

7:7 DENTAL ASSISTANTS

7:7-1 Workday

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

7:7-2 Lunch Period

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

7:7-3 Break Time

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

7:7-4 Work Week

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

7:7-4.2 In the event of schools having early dismissal (such as 1:10 p.m. for in-service meetings),

Dental Assistants shall not be dismissed unless an emergency condition exists.

7:7-5 Work Year

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

7:7-6 Holidays

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

7:7-7 Summer Schedules/Vacations

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

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

7:7-8 Uniforms

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

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

7:7-9 Certification Requirements

7:7-9.1 The District agrees that Dental Assistants employed prior to July 1, 1992 shall not be required to hold New Jersey State Dental Assistant Certification unless required by law.

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

7:8 OVERTIME

7:8-1 The District shall pay overtime after forty (40) hours of actual work in a week for employees other than teachers, instructional assistants and school/community program coordinators. Overtime pay shall be at a rate equal to 1 and 1/2 times the particular employee's regular pay rate.

7:8-2 Time off because of use of sick leave, personal leave, bereavement leave or vacation leave shall not count toward the accrual of the 40 hours of actual work in a workweek needed before overtime compensation is earned.

7:8-3 Employees other than teachers, instructional assistants and school/community program coordinators shall be compensated at the rate of 1 and 1/2 times their regular pay rate for all assigned work directed to be performed on Saturdays.

7:8-4 Employees other than teachers, instructional assistants and school/community program coordinators shall be compensated at the rate of two times their regular pay rate for all assigned work directed to be performed on Sundays and holidays.

7:8-5 Required evening home visitations and/or Court appearances which occur during the school year at times when school is not in session which exceed forty (40) hours of actual approved work in a week for Attendance Officers shall be designated as overtime earnings. In the event Court appearances are required during times when Attendance Officers are on vacation, they shall be compensated through compensatory time equal to one and one-half (1 1/2) times actual time worked

with a minimum guarantee of four (4) hours compensatory time and a maximum of one full day of compensatory time.

7:8-6 The parties agree that the above Section shall become effective upon ratification of this Agreement by the parties.

7:9 EXCEPTIONS

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

ARTICLE 8 CLASS SIZE

8:1 OBJECTIVES

The District and the Association agree that desirable class sizes be established and adhered to wherever possible. The objectives are:

8:1-1 To overcome crowded conditions in the schools.

8:1-2 To effect maximum utilization of classrooms in presently existing schools.

8:1-3 To protect the health, safety, and welfare of all students.

8:2 SPECIAL EDUCATION

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

8:3 ASSIGNMENTS

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

8:4 GRIEVANCES

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

ARTICLE 9 SPECIALISTS

9:1 READING SPECIALISTS

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

9:2 INCLUSION OF JOB DESCRIPTIONS

The job descriptions included in the Rules and Regulations of the District shall be made part of the written contract.

ARTICLE 10 NON-INSTRUCTIONAL (TEACHING) DUTIES

10:1 INTENT

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

10:2 NON-EDUCATIONAL ACTIVITIES

Activities which have no education objectives shall be barred from the classroom.

10:3 TRANSPORTING STUDENTS

10:3-1 Reimbursement (Transporting Students)

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

10:3-2 Liability Coverage

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

10:4 SHOPPING TIME

10:4-1 Release Time

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

10:4-2 Scheduling

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

10:4-3 Traveling Staff

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

10:5 NON-INSTRUCTIONAL DUTIES

10:5-1 Preamble

10:5-1.1 The Paterson Education Association and the Paterson School District have a joint interest in increased student-teacher contact, which maximizes current instructional time, and the efficient use of financial resources. The District agrees to free instructional staff from non-instructional duties, i.e., lunchroom duty and associated clerical responsibilities and, to the extent possible, other non-instructional clerical duties.

10:5-1.2 The District agrees personnel other than staff represented by the Association shall perform non-teaching duties including but not limited to milk distribution, supervision of cafeterias or lunch rooms, the collection and processing of lunch applications and money, and the completion of attendance registers and, to the extent possible, other non-instructional clerical duties.

District, and other associations will meet by July 1, 1992 to identify the needs of staff and the District relative to these areas and define the parameters and processes for computerizing the District class register, lunchroom applications, attendance and other clerical data.

10:5-3.2 In the interim period before computerization, the District will allot funds to each school to see that such clerical functions are done by high school work-study students, or are assigned to non-instructional personnel with some pay for assuming the duty, or are accomplished under any other options school sites decide upon, provided that the tasks are done correctly and in a timely manner.

10:5-4 In the elementary and primary schools, principals, administrators, teachers, and paraprofessionals will cooperate to ensure that time now free of non-instructional duties is used to increase instruction, enhance student achievement, and/or expand student-teacher contact.

ARTICLE 11 EMPLOYMENT

11:1 CERTIFICATION

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

11:2 PLACEMENT ON SALARY SCHEDULE

11:2-1 Previous Experience Credit

When engaging teachers for service, the State District Superintendent is authorized to grant credit for outside teaching experience. Credit shall be based upon the amount of the increment in effect on the appropriate

salary guide. Credit may only be given for contractual service achieved in any publicly owned or operated college, school or other institution of learning in one academic year in this or any other state or territory of the United States. Credit shall not be granted for full-time substitute service.

11:2-2 Earned Increment Eligibility

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

11:2-2.1 If ten-month employees, they are employed on or before February 1.

11:2-2.2 If twelve-month employees, they are employed on or before January 1.

11:3 PREVIOUS SICK LEAVE ACCUMULATION

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

11:4 NOTIFICATION OF CONTRACT AND SALARY

11:4 Non-tenured teaching and instructional assistant staff members shall be notified of their contract and salary status for the ensuing year no later than May 15. All other members covered by this agreement shall be notified by June 30.

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

11:5 DUTIES OF NON-CERTIFICATED INSTRUCTIONAL ASSISTANT (I-V) PERSONNEL

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

11:6 INSTRUCTIONAL ASSISTANT PROBATIONARY PERIOD

11:6-1 Definition

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

11:6-2 Probationary Instructional Assistant Dismissal Procedure

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

11:7 INSTRUCTIONAL ASSISTANT (I-V) SENIORITY AND JOB SECURITY

11:7-1 Definition

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

11:7-2 Seniority in the Event of Reduction in Force (RIF)

11:7-2.1 In the event of a work location reduction in force, including reductions caused by the discontinuance of a facility or its relocation, the employees shall be laid off in the inverse order of seniority of the employees in the unit.

11:7-2.2 In the event of any reduction in force (RIF), district-wide seniority shall apply.

11:7-3 Recall Procedure

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

11:7-4 Non-Probationary Instructional Assistant Dismissal Procedure

11:7-4.1 Unless the District has a justifiable reason for not adhering to strict seniority based upon legitimate non-arbitrary criteria, then after the completion of a two (2) year probationary period, no Instructional Assistant employee shall be dismissed or be subject to reduction in salary except for inefficiency, incapacity or other just cause.

11:7-4.2 All employees shall be entitled to written notice of such reasons and a hearing, if requested, before the Superintendent or its designee.

11:7-4.3 Should the employee not be satisfied by the determination of the Superintendent or designee, at his/her request, the matter shall be subject to binding arbitration as provided in the grievance procedure of this Agreement.

11:8 SUBCONTRACTING/REDUCTION IN FORCE

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

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

ARTICLE 12 SALARIES

12:1 SALARY SCHEDULE

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

12:2 PAYMENT

12:2-1 Exceptions

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

12:2-2 Final Pay Ten Month Employees

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

12:2-3 Summer Payment Option

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

12:2-3.2 The District agrees that it will not place monies from employees who opt for summer payment in any form of interest bearing account, unless

said interest is distributed to those whose salaries earned such interest.

12:3 EQUIVALENCY CREDIT

12:3-1 Statutory Provisions

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

12:3-2 Administration of Program

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

12:3-3 Procedure

12:3-3.1 Application

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

12:3-3.2 Equivalency Committee Guidelines

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

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

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

12:3-3.2-4 Candidates for equivalency must submit, as part of their application, proof of their request for official transcripts which have been mandated by the Committee. In the event the application is received in a timely fashion by the Committee, and the Committee rules the application to meet all requirements for adjustment but the college or university fails to forward the transcripts by the filing deadline, the Committee shall consider the application at its next regularly scheduled meeting, and adjustments shall be made retroactively as if the transcript had been received in a timely fashion.

12:3-3.3 Time Limits

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

12:3-3.4 Permanent Record

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

12:4 SALARY INCREASES FOR ADVANCED DEGREES AND/OR EQUIVALENCY

12:4-1 Definition

Whenever a teacher shall have acquired an 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 State District Superintendent of Schools, as will make a direct contribution toward increased efficiency in his/her particular field in the schools, such teacher, upon the recommendation of the State District Superintendent of Schools, and the approval of the Board, shall receive an immediate increase in accordance with Schedule A of this Agreement.

12:4-2 Salary Adjustments

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

12:4-3 Required Official Transcript

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

12:4-4 College Credits Defined

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

12:4-5.1 Instructional Assistants Salary Guide Advancement

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

12:4-5.2 Effective September 1, 2000 instructional assistants shall be permitted to utilize credits toward advancement on the salary guide (i.e. Instructional

Assistant I to II, etc.) that are achieved through participation in district sponsored in-service courses held outside the regular workday or work year. In-service credit may not, however, be utilized in place of the acquisition of a baccalaureate degree for payment on the Instructional Assistant V salary guide.

12:5 INCREMENTS

12:5-1 Definitions

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

12:5-1.2 An earned increment is a recommended increment.

12:5-1.3 Satisfactory active service is service recommended as such by the State District Superintendent of Schools.

12:5-2 Ten Month Employees

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

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

12:5-3 Calendar Employees

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

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

12:5-4 Granting of Increments

12:5-4.1 The granting of scheduled increments to professional personnel shall not be automatic, but shall be dependent upon the favorable recommendation of the State District Superintendent.

12:5-4.2 Earned increments in conformity with the Salary Schedule A will be granted annually to employees paid on a ten-month year on September 1st.

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

12:5-4.4 The decision to withhold an increment for educational reasons shall not be subject to binding arbitration. However, claims of procedural violations in the evaluative process may be submitted to the grievance procedure.

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

12:5-5 Exceptions

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

12:5-6 Procedure - Withholding Increments for Disciplinary Reasons

If the Association claims an employee's increment was withheld by the District for predominantly disciplinary reasons, the dispute may be submitted by the Association to the Public Employment Relations Commission (PERC) for review. Should the Public Employment Relations Commission uphold the contention of the Association, the issue may then be resolved in binding arbitration as provided in the grievance procedure outlined in Article 3.

12:6 PROMOTIONS

When a professional employee is promoted to a supervisory or administrative position, said employee shall, at the time of assuming said position, be placed on the appropriate step of the new salary guide which will result in an increase for the employee.

12:7 NON SCHEDULE SALARIES

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

12:7-1 Staff Positions

12:7-1.1 Teachers, Instructional Assistants (I-V), Secretaries, School Community Program Coordinators (SCPC's), Security Officers and Attendance Officers, employed in the district's Saturday morning school program, Title 1 summer skills program, summer school program, bedside instruction program, evening school program, and any other programs which are implemented outside of the regular school workday, shall be compensated at the rate(s) established below for all work, meetings, and orientation sessions connected with the program(s).

Teachers (Certificated Staff)	\$33.00 per hour
Instructional Assistants (I, II, III, IV)	\$23.00 per hour

SCPC's	\$18.00 per hour
Secretaries	\$16.50 per hour
Attendance Officers	\$15.00 per hour

12:7-1.2 Exception

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

12:7-2 Directors

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

12:7-3 Department of Special Services

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

12:7-4 New Programs

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

12:7-5 Summer Sessions - Defined

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

12:7-6 Traveling Expenses

12:7-6.1 Employees who are required to their own automobiles in the performance of their rduties and are assigned to more than one (1) sch day shall be reimbursed for all such travel at the f rates:

- Child Study Teams assigned to Department of Special Services Attendance Officers \$4
- Other traveling Teachers (including Child Study Team mem

12:7-6.2 The criteri allotment to which employees are accept as valid the levels of reimburseme.. categories of employees or individual emplo, December 31, 1991.

12:7-6.3 All members of the CST who are required to travel, and who are not assigned to more than one school per day, shall be reimbursed, based on the submission of a form to be developed, at the then prevailing IRS rate per mile and for all other reasonable expenses such as parking fees, tolls, etc.

12:8 RETIREMENT ALLOWANCE

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

12:8-1 Rate of Compensation

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

rintendent or his/her representative and the ted and at his/her option a representative of

**ARTICLE 13
PROMOTION, TRANSFER AND REASSIGNMENTS - 12 Month Employees**

13:1 EMPLOYEE ASSIGNMENT

13:1-1 Notification of Assignment
All ten-month (10) employees affected by assignments, building and their immediate supervisor. notice of their salary schedule for the forthcoming year not later than their immediate supervisor.

13:1-2 Transfers/Reassignments - 12 Month Employees
All ten-month (10) employees affected by transfers or reassignments shall be notified in writing between (15) calendar days, not to be before said transfer will take place.

13:1-3 Salary
All ten-month (10) employees affected by transfers or reassignments shall be notified in writing between (15) calendar days, not to be before said transfer will take place.

shall receive sal.

12:9 SEPARATE CHECKS

The District will issue separate checks for staff for payment of services which are in excess of their contractual salary. The amount of these checks shall be limited to state income taxes and social security payments minus the minimum rate established by the IRS for such payments.

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

13:1 EMPLOYEE ASSIGNMENT

13:1-1 Notification of Assignment

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

13:1-2 Transfers/Reassignments - 10 Month Employees

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

13:1-3 Schedules - Traveling Employees

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

13:1-4 Procedures After Deadline - 10 Month Employees

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

District Superintendent or his/her representative and the employee affected and at his/her option a representative of the Association.

13:1-5 Transfers/Reassignments - 12 Month Employees

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

13:1-6 Recourse Procedures - 12 Month Employees

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

13:2 PROHIBITION OF DISCIPLINARY TRANSFERS

Disputes over whether an employee was transferred for disciplinary reasons may be submitted by the Association to the Public Employment Relations Commission (PERC) for adjudication. If PERC sustains the Association's claim, the employee involved shall be returned to the work site from which the transfer emanated.

13:3 EMPLOYEE REQUESTS FOR TRANSFERS OR REASSIGNMENTS

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

assigned and the building(s) to which the employee desires to be transferred in order of preference.

13:4 ASSOCIATION REPRESENTATIVE PROTECTION

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

13:5 SALARY

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

13:6 ASSOCIATION NOTIFICATION

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

13:7 POSTING

13:7-1 Positions Subject to Requirements

All openings for positions in the district, including promotional positions, accredited evening high school, summer school, home teaching, federal projects, and other programs including non-teaching positions for which

employees represented by the Association may be qualified and eligible, shall be publicized by the State District Superintendent during the school year in accordance with the following:

13:7-2 Posting Procedure

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

13:7-2.2 The district agrees to give due weight to the background, experience and attainments of all applicants and other relevant factors.

13:7-2.3 Notification for applications shall be posted and circularized in the schools. Employee shall indicate they have seen said notification by signing their name and dating said notification.

13:7-2.4 The district agrees to forward to the Association office at the time of the posting, copies of all position postings.

13:7-2.5 Said notification shall be made known as such vacancies which are to be filled become known or available.

13:7-2.6 In the case of existing positions, said posting shall occur twenty-one (21) calendar days prior to the date upon which the vacancy will occur.

13:7-2.7 Posting announcements will include the qualifications of specific positions, position title, and the date upon which application for such position is due.

13:7-2.8 Posting for vacancies earlier than stated above is encouraged.

13:7-2.9 Summer school and accredited evening high school openings shall be posted not later than the preceding April 1 and June 1 respectively, and employees shall be notified of action taken not later than May 1 and September 1 respectively.

13:7-2.10 No later than June 1 of each school year, the State District Superintendent shall cause to be delivered to the Association a list of all known/anticipated vacancies which shall occur during the following year.

13:8 APPLICATION DEADLINE

Application for posted positions outlined in 13:7 above must be submitted to the State District Superintendent's Office no later than twenty-one (21) calendar days from the date the position is posted. Applications received after said date may be considered.

13:9 PROMOTIONS DEFINED

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

13:10 COVERAGE BY MASTER AGREEMENT

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

ARTICLE 14 EMPLOYEE EVALUATION

14:1 STAFF OBSERVATION AND PROFESSIONAL IMPROVEMENT

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

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

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

14:1-2 Committee Responsibilities

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

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

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

14:1-2.3 Develop and implement training for administrators after the evaluation forms are completed and before the forms are disseminated.

14:1-2.4 Develop ways to foster a climate of trust, so that employees regard observations and evaluations as opportunities for growth and support, rather than viewing them with apprehension as possible means of discipline or punishment.

14:2 GENERAL CRITERIA

14:2-1 Open Evaluation

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

14:2-2 Observation Sessions

14:2-2.1 Each observation session should be long enough to enable the employee to demonstrate the full activity being observed, and no portion of the activity not actually observed should be commented upon. (For example, an observer of a teacher should observe an entire class period or lesson, and should not comment about the teacher's effectiveness at opening the session and establishing student expectations unless s/he was there to observe from the beginning.)

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

14:2-3 Evaluation by Certificated Personnel

14:2-3.1 Employees shall be evaluated only by persons certificated by the New Jersey State Board of Examiners to supervise instruction.

14:2-3.2 Employees shall be evaluated by the principal, vice principal(s) and/or the department chairpersons of the school, as appropriate.

14:2-3.3 An employee may request other relevant observers, such as department chairpersons or curriculum administrator.

14:2-3.4 Employees shall not be evaluated by their peers; no evaluation of staff shall be conducted by personnel defined in ARTICLE 1 of this Agreement.

14:2-4 Copies of Evaluation

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

14:3 PERSONNEL RECORDS

14:3-1 File

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

may be processed through the grievance procedure commencing at Level Two.

14:3-2 Derogatory Material

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

14:3-3 No Separate File

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

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

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

14:3-3.4 The parties recognize that current State Department of Education regulations require files dealing with the performance and/or employment of staff members to be maintained at the employee's worksite. It

is further recognized that the building administrators may utilize these files as repositories of anecdotal records which are directly related to the staff member's job performance.

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

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

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

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

14:3-4 If an employee is transferred from one worksite to another, the only documents regarding said employee which may be transferred in any way from the old site to the new site shall be official documents such as copies of degrees, certification papers, transcripts, employment agreements, etc. All other documents will remain with the building administrator who compiled

them and will not be permitted to be entered into evidence in any proceeding concerning the employee but may be used by the administrator who authored the documents in preparation of his/her testimony in connection with any such proceeding.

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

14:4 EVALUATION PROCEDURE

14:4-1 Pre-Observation Communication

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

14:4-2 Procedure

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

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

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

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

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

14:5 POST OBSERVATION/EVALUATION CONFERENCE

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

14:6 TERMINATION OF EMPLOYMENT

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

ARTICLE 15

NON-RENEWAL/FAIR DISMISSAL PROCEDURE

15:1 NOTIFICATION OF CONTINUED EMPLOYMENT

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

15:2 APPEALS OF TERMINATION

15:2-1 Appeals from a decision not to renew the contract of a non-tenured teaching staff member or instructional assistant shall be conducted according to the provisions of the New Jersey Administrative Code 6:3-4.20. To the extent permitted by law, claims of procedural defects in the implementation of said procedures may be submitted to the grievance procedure.

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

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

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

ARTICLE 16 EMPLOYEE FACILITIES

16:1 LISTING OF FACILITIES

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

Each school shall have the following facilities:

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

16:1-3 An appropriately furnished room reserved for the exclusive use of employees as a faculty lounge

where feasible. Although employees shall be expected to exercise reasonable care in maintaining the appearance and cleanliness of said lounge, it shall be regularly cleaned by the school's custodial staff.

16:1-4 Regular services of an exterminator.

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

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

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

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

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

16:1-10 Teacher editions, exclusively for each employee's use, of all texts used in each of the courses taught by the teacher.

16:1-11 Chalkboard space in every classroom.

16:1-12 Individual books for each student, paper, pencils, chalk, erasers and other such material required in daily teaching responsibility shall be available.

16:2 ACCESS TO WORK AREAS

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

16:3 REPORTING OF ABSENCES

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

Staff not assigned to school buildings will continue to report absences to their immediate supervisors.

ARTICLE 17 EMPLOYEE-ADMINISTRATION LIAISON

17:1 ORGANIZATION

The employees from each school shall select a Liaison Committee for each building. Said committee shall consist of not more than one (1) member for every twelve (12) employees in the school building, but shall in no event be less than three (3) members, at least one of whom shall be a representative of the Association.

17:2 MEETINGS

The committee shall meet with the building principal at least once every two months for the duration of the school year. These meetings may take place after regular school hours.

17:3 AREAS FOR COMMITTEE CONSIDERATION

Areas for consideration shall include, but not be limited to, such matters as:

1. Curriculum

2. Textbooks
3. Distribution of Materials and Supplies
4. Discipline
5. Parent Visitation

ARTICLE 18 SICK LEAVE - PERSONAL LEAVE

18:1 ACCUMULATIVE DAYS

All employees shall be entitled, beginning with the first day of the school year, whether or not they report on that day, to fifteen (15) sick or personal days, not less than ten (10) of which shall be for illness nor more than five (5) for personal reasons. Any of the unused days shall be accumulated from year to year as sick-leave days with no maximum limit.

18:2 TRANSFER FROM OTHER DISTRICTS

Whenever the District employs an employee who has an unused accumulation of sick leave days from another school district in New Jersey, the District may honor such additional sick leave time as accumulated by the employee up to 40 days in addition to the annual and accumulated sick or personal leave provided in 18:1 of this ARTICLE.

18:3 NON-ACCUMULATIVE DAYS

18:3-1 Right of Application

Any employee whose accumulated sick leave has been exhausted may petition the District for additional sick leave. The written request must be accompanied by a physician's statement setting forth the nature of the illness and the number of days needed by the employee to recover from the disability. Each such request shall be evaluated by the District on an individual basis.

18:3-2 Rate of Compensation

A ten-month employee whose request for additional sick leave is granted by the District shall be paid 1/200th of his/her annual salary, less the pay of a substitute for each day of leave approved. A twelve-month employee whose request for additional sick leave is granted by the District shall receive 1/240th of his/her annual salary, less the pay of a substitute for each day of leave approved.

18:4 NOTIFICATION OF ACCUMULATION

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

18:5 PHYSICIAN'S CERTIFICATE

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

ARTICLE 19 TEMPORARY LEAVES OF ABSENCE

19:1 TYPES OF LEAVE

Employees shall be entitled to the following non-accumulative leaves of absence with full pay each year.

19:1-1 Bereavement

19:1-1.1 Employees are entitled to four (4) workdays leave for death of spouse, child, parents, siblings, grandparents, grandchildren, brother/sister-in-law, or spouse's parents.

19:1-1.2 Employees are entitled to a total of three (3) workdays leave for death of members of the immediate household.

19:1-1.3 In the event of the death of an employee or student in the Paterson School District, two (2) school personnel shall be granted sufficient time off by the Principal to attend the funeral.

19:1-1.4 Immediately upon return to school from a bereavement leave, employees shall complete and file with the District a bereavement leave form which shall be available in the Principal's office in the individual schools, or in the Office of the State District Superintendent of Schools.

19:1-1.5 The parties agree that days taken in accordance with the provisions of this Section shall be consecutive workdays, one of which shall be the day of the funeral.

19:1-1.6 In those cases where schools are closed for more than two days for vacation periods (Winter/Christmas Recess; MidWinter/February Break (if more than two workdays); Spring/Easter Recess; summer vacation), provisions related to workdays will revert to calendar days. Disputes arising over this section shall be discussed between the State District Superintendent of Schools or his designee and the Association. Unresolved issues may be filed at Level Two of the grievance procedure.

19:1-1.7 It is further agreed that should special circumstances warrant a request for leave to be applied in a manner other than that described in this Section, said request shall be considered by the State District Superintendent of Schools and granted at his/her discretion.

19:1-2 Conferences of Affiliates

Representatives of the Association may attend conferences and conventions of state and national affiliated organizations as hereinafter stated.

19:1-3 Legal

Time necessary for appearance in any criminal, quasi-criminal, Workers' Compensation proceeding or other legal proceeding pertaining to school business or school affairs in which an employee is personally involved or is required to attend by law.

19:1-4 Military

19:1-4.1 Time necessary for persons called into temporary active duty of any unit of the U.S. Reserves or the State National Guard. An employee shall be paid his/her regular pay less any pay which s/he receives from the state or federal government.

19:1-4.2 Employees shall be granted leaves of absence for entering Military or Naval Service. N.J.S.A. 38:23-4.

19:1-5 Conventions

19:1-5.1 Employees shall be granted leaves of absence to attend State or National Conventions. (See Military 38:23-2.)

19:1-5.2 Employees may attend conventions, conferences and meetings subject to the following regulations and limitations:

19:1-5.2-1 Application to be absent for any of the said purposes must be made in writing to the State District Superintendent.

19:1-5.2-2 The convention, etc., must embrace the employee's sphere of activity.

19:1-5.2-3 The Superintendent may approve the application and recommend its approval to the District.

19:1-5.2-4 A leave of absence granted for any of the aforesaid purposes shall be without loss of salary, and the employee shall be granted a sum sufficient to cover his/her travel expenses, plus an allotment of \$25.00 per diem.

19:1-5.2-5 Employees attending conventions, etc., aforesaid, shall file with the Superintendent a written report covering the activities of the convention, etc., and the benefits derived therefrom. Said report shall be filed with the Superintendent no later than ten days following the employee's return to service.

19:1-5.2-6 Employees granted leave under these regulations shall be considered in regular service of the District.

19:1-6 Good Cause

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

19:1-7 Limits

19:1-7.1 Absences before and after a holiday or before September 15 and after June 15, shall be limited to personal illness or bereavement leave. Any application for absence during these periods for reasons other than a personal illness or bereavement leave, shall be subject to approval by the District in advance of the proposed absence.

19:1-7.2 All leaves under 19:1-3 (Legal), shall be applied for at the time of the occurrence.

19:1-7.3 Except for illness, absences are not authorized for more than three (3) consecutive days, unless prior approval is obtained from the Office of the State District Superintendent.

19:2 IN ADDITION TO SICK LEAVE

Leaves taken pursuant to 19:1 above shall be in addition to any sick or personal leave to which the employee is entitled.

19:3 NJEA CONVENTION

Teachers may attend the annual convention of the New Jersey Education Association for a period of not more than two days in any school year without loss of pay in accordance with the provisions as more particularly set forth in N.J.S.A. 18A:31-2.

ARTICLE 20 EXTENDED LEAVES OF ABSENCE

20:1 ASSOCIATION

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

20:2 INTERNATIONAL AND FEDERAL PROGRAMS

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

20:3 OUTSIDE TEACHING

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

20:4 MILITARY

20:4-1 Employee Leave

Military leave without pay shall be granted to any employee who is inducted or enlists in any branch of the armed forces of the United States for the period of said service and three (3) months after recovery of any wound or sickness at time of discharge.

20:4-2 Spousal Leave

A similar leave shall be granted to the spouse of any employee who is so inducted or who enlists to join him/her for the period of training in preparation for duty overseas in combat zones.

20:5 POLITICAL

The District shall grant a leave of absence without pay to any employee to campaign for, or to serve in public office.

20:6 MATERNITY LEAVE

20:6-1 Childbirth

20:6-1.1 An employee shall notify the State District Superintendent of her pregnancy as soon as it is medically confirmed. The District shall grant maternity leave without pay to any employee upon her request, to commence on the day requested by the employee so long as the effective date of the leave conforms to the most recent decisions of the Commissioner of Education, State and Federal court decisions, and the state law.

20:6-1.2 A non-tenure teacher or probationary Instructional Assistant (I-V) will not be granted maternity leave beyond the term of her contract.

20:6-1.3 The District agrees not to maintain or enforce any policy or practice for the removal of any

tenure or non-tenure employee from her duties which is based solely on the fact of her pregnancy or on the fact that she completed a specific number of months of pregnancy, but shall consider and treat each employee on an individual basis in accordance with the provisions of the New Jersey Law against Discrimination N.J.S.A. 10:5-1, et seq.

20:6-1.4 The District may remove a pregnant employee from her duties on any one of the following bases:

20:6-1.4-1 Her performance has substantially declined from her performance before beginning her pregnancy or during said pregnancy.

20:6-1.4-2 Her physical condition or capacity is such that her health would be impaired if she were to continue in her assignment, provided however that her physical incapacity shall be deemed to exist only after the District notified the employee that she may lack the capacity to properly fulfill her responsibilities.

20:6-1.4-3 The pregnant employee fails to produce a certificate from her physician that she is medically able to continue in her assignment.

20:6-1.4-4 The physician for the District and the employee's physician agree that she should not continue in her assignment, or,

20:6-1.4-5 Following a difference of medical opinion between the physician for the District and the physician for the employee, such physicians shall appoint an impartial third physician who shall examine the employee and conclusively determine the issue of her medical capacity to continue in her assignment. The expense of an examination by such impartial physician shall be shared equally by the employee and the District.

20:6-1.5 An employee returning from a leave of absence for maternity shall be required to submit to the District, a certificate certifying her ability to resume the duties of her position.

20:6-1.6 An employee shall be entitled to use accumulated sick days for illness or disability resulting from maternity; an employee returning from a leave of absence for maternity shall be entitled to all benefits to which employees returning from other types of sick leave or disability leaves would be entitled.

20:6-1.7 Any Instructional Assistant (I-V) granted maternity leave without pay according to the provisions of this section may, at her discretion, elect to substitute all or any part of her accumulated sick leave in lieu thereof and receive full pay and benefits for the same.

20:6-1.8 Any Instructional Assistant (I-V) granted maternity leave shall, at her request, be restored to the exact same position vacated at the commencement of said leave.

20:6-1.9 No staff member shall be prevented from returning to work after childbirth solely on the grounds that there has not been a time lapse between childbirth and the desired date of return.

20:6-2 Adoption of Child

An employee adopting a child shall be granted a leave of absence without pay to commence upon receiving de facto custody of said child, or earlier, if necessary, to fulfill the requirements for the adoption.

20:6-3 Duration of Leave

20:6-3.1 The District agrees that a staff member giving birth to a child during the school year shall be granted a maternity leave of absence for the remainder of the school year, and, in addition, shall be granted an

extension of that leave for child care for the entire school year following the termination of the first leave, if the employee so requests.

20:6-3.2 The District will contact the employee on leave in writing three months prior to the end of her leave of absence to advise the employee of her future employment options, including returning to active service, resigning from active service, or applying for an extension of leave of absence as provided for in 20:10 of this Article.

20:6-3.3 Employees on leave shall notify the District of their future employment decision, based upon the above, at least thirty days prior to the end of the school year in which the leave of absence terminates.

20:7 ILLNESS IN FAMILY

A leave of absence without pay of up to one (1) year may be granted for the purpose of caring for a sick member of the employee's immediate family. Such leave shall be requested in writing and may be granted at the discretion of the District.

20:8 GOOD CAUSE

Other leaves of absence without pay may be granted by the District for good reason, including paternity leave.

20:9 FAMILY LEAVE ACT NOTIFICATION

Upon receipt of request for unpaid leave of absence under the provisions of this Article, the District shall notify, in writing, the applicant staff member of the provisions and entitlements of the Family Leave Act of 1990, and grant same upon request of the staff member.

20:10 EXTENSIONS AND RENEWALS

All requests for extensions or renewals of leaves shall be in writing to the Office of the State District

Superintendent of Schools. Any action concerning said requests by the District shall be in writing.

20:11 TERMINATION OF LEAVES OF ABSENCE

Unpaid leaves of absence, except in emergency situations, shall terminate at the end of the academic year. If extensions of these leaves are granted, the extension shall terminate on January 31 or June 30.

20:12 RETURN FROM LEAVE

20:12-1 Salary

Upon return from leave, an employee shall be placed on the salary schedule at the appropriate level commensurate with years of experience. An employee shall not receive credit for time spent on a leave.

20:12-2 Benefits

All benefits to which an employee was entitled at the time his/her leave of absence commenced, including unused accumulated sick leave, shall be restored to him/her upon his/her return.

ARTICLE 21 SABBATICAL LEAVES

21:1 PURPOSE

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

21:2 CONDITIONS

21:2-1 Number of employees

If there are sufficient qualified applicants, sabbatical leaves shall be granted to a maximum of thirty (30) members of the teaching staff for any one school year.

21:2-2 Requests

Requests for sabbatical leave must be received by the State District Superintendent on an official application form as follows:

21:2-2.1 Application for leave during any full semester that is, from September through January or for any full school year, must be made on or before April 1st of that year.

21:2-2.2 Application for leave during the second semester, that is, February through June, must be made on or before November 1st of that school year.

21:2-2.3 The State District Superintendent shall make a recommendation on each application for sabbatical leave and the same shall be subject to approval of the District not later than the public meeting in May.

21:2-2.4 It is the intention of this resolution that all sabbatical leaves must begin at the commencement of a school semester and terminate at the end of a school semester.

21:2-3 Minimum Time to Qualify

Applicants for sabbatical leave for study purposes shall have completed seven (7) years or more of satisfactory service in the Paterson School District. Applicants for sabbatical leave for travel or other reasons of value to the school system shall have completed ten (10) years or more of satisfactory service in the Paterson School District.

21:2-4 Pay

Employees on sabbatical leave of absence shall be paid fifty (50%) percent of their salary for the months they are on leave in the same manner as though they were on active duty. The District shall continue to pay the pension of the individual while on a sabbatical leave.

21:2-5 Study

21:2-5.1 A sabbatical leave of absence for the purpose of study shall require that applicant attend, for a period of not less than ten (10) weeks each semester, a college or university recognized by the New Jersey State Department of Education. If such attendance is undergraduate study, such applicant must pursue not less than ten (10) credits during a semester or if for graduate study, then said applicant must pursue not less than six (6) credits each semester.

21:2-5.2 All courses must be in the applicant's field of work and applicants shall be required to file a transcript of said record following each semester. The transcript shall be filed with the Office of the State District Superintendent of Schools. All courses as set forth herein must be taken during the regular semester exclusive of summer sessions.

21:2-6 Travel

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

21:2-7 Preference

Applicants for sabbatical leave of absence shall be given preference according to their relative years of service subsequent to their last preceding sabbatical leave and availability of replacement to be determined by the State District Superintendent of Schools. Preference will be assigned to applicants for leave covering a full school year since it is more difficult to secure substitutes for a semester than for a full academic year.

21:2-8 Return

21:2-8.1 Employees on sabbatical leave shall be considered to be in regular full-time attendance in the position held at the beginning of such leave for the purpose of determining his/her length of service.

21:2-8.2 Employees absent because of an authorized sabbatical leave shall receive such increments as are granted during that period.

21:2-8.3 Employees shall agree in writing to return to his/her employment for a period of not less than two years following the expiration of such sabbatical leave.

21:2-9 Illness

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

21:2-9.1 Evidence of the accident or illness is satisfactory to the State District Superintendent of Schools.

21:2-9.2 The State District Superintendent has been promptly notified of such accident or illness within ten (10) days of such accident or illness.

21:2-10 Definitions

21:2-10.1 "Member" or "applicant" shall mean all members of the staff whose status is recognized by the New Jersey State Department for certification, executive and administrative officers.

21:2-10.2 "Service" and "employ" shall mean only active full-time participation in teaching or executive, administrative or supervisory capacities in the Paterson School District.

21:2-11 Termination of Leave

21:2-11.1 No applicant on sabbatical leave shall be permitted to engage in remunerative employment while on such leave. A violation of this regulation shall be sufficient reason to effect a cancellation of the leave.

21:2-11.2 The District offers the privileges mentioned above with the expectation that those to whom leaves are granted will fulfill the obligations which they assume in accepting the leaves of absence under these rules. In any case of violation, the leaves of absence will be terminated by the District and will be regarded as evidence of conduct unbecoming an employee.

ARTICLE 22 STAFF DEVELOPMENT AND EDUCATIONAL IMPROVEMENT

22:1 PURPOSE

In a rapidly changing society, employees must constantly review curricular content, teaching methods and materials, educational philosophy and goals, social change and other topics related to education. The District recognizes that it shares with its professional staff responsibility for the upgrading and updating of employee performance and attitudes. The District and the Association support the principle of continuing training of employees and the improvement of instruction.

22:2 PROFESSIONAL DEVELOPMENT

22:2-1 As part of their commitment to excellence, the parties agree that increased student achievement

requires providing staff with continuous, on-going opportunities to learn and grow in their profession or assignment. Therefore, the District will work with the P.E.A. to coordinate, monitor and support professional development opportunities for staff.

22:2-2 The parties will work together to survey staff needs, keep abreast of and publicize professional development opportunities, and work with local schools and staff to develop staff-based in-service which will enable staff to share expertise and creative, innovative ideas.

22:2-3 The District also agrees to work closely with P.E.A. so that where possible and appropriate, staff can receive in-service credit for District-approved NJEA and other professional development activities.

22:3 MANDATED CONTINUING EDUCATION FOR TEACHERS (NJAC 6:11-13)

22:3-1 The District agrees to utilize full day sessions designated for staff in-service training and identified as non-student contact days during the school year or student early dismissal sessions designated for staff in-service training during the school year, or a combination of both, for the purpose of providing at least eighteen (18) hours of professional development opportunities as established in NJAC 6:11-13 (Mandated Continuing Education for Teachers)

22:3-2 The parties agree that programs established for presentation on these days will meet the requirements of NJAC 6:11-3 with regard to mandated professional development for teachers.

22:3-3 The parties further agree that the programs established for presentation shall be planned and implemented by the District Professional Development Committee as established in NJAC 6:11-13.

22:3-4 The parties agree that during the time periods allotted for these training sessions each instructional assistant will be assigned either to the program attended by the staff member with whom the instructional assistant is assigned or to other training programs designed specifically for instructional assistants.

22:3-5 Programs for development of professions in the employment areas of secretary, security, and school/community program coordinators will be provided by the District on workdays during the in-school work year for staff members in said employment categories. Said programs will be established jointly by the District and the Association.

22:3-6 The parties agree that all Sections of Article 22:3 above shall become effective September 1, 1999.

22:3-7 The parties agree that any modifications of State regulations regarding mandated continuing education for teachers which impacts upon the terms established in this Section shall result in the modification of said negotiated language.

22:4 PROGRAMS

22:4-1 Mandated Programs

The District agrees to implement the following:

22:4-1.1 The District agrees to pay the full cost of tuition and other reasonable expenses incurred in connection with any courses, workshops, seminars, conferences, in-service training sessions, or other such sessions which an employee is required and/or requested by the administration to take. The above does not include courses taken toward normal certification requirements.

22:4-1.2 A leave of absence granted for any of the aforesaid purposes shall be without loss of salary, and the employees shall be granted a sum sufficient to

cover his/her travel expenses, plus an allotment of \$25.00 per diem.

22:4-2 Conferences or Workshops

22:4-2.1 Any member of the professional staff wishing to attend a conference or workshop held during an in-school workday shall submit such a request in writing to the State District Superintendent five days in advance. Such requests shall be subject to approval by the State District Superintendent, and should such request be denied, said denial shall be in writing.

22:4-2.2 The District agrees to pay the reasonable expenses incurred by employees who attend such sessions according to 22:2.1-2 above.

22:4-3 In-service Workshops

In-service programs shall be conducted during the employees workday if employee attendance is required.

22:5 EXPERIMENTAL PROGRAMS

22:5-1 Any aspect of an experimental program which would affect the terms and conditions of employment shall be negotiated with the Association before implementation.

22:5-2 Extended School Year Program (ESYP)

22:5-2.1 Program Status - the extended year program shall be considered a pilot project, approval of which shall terminate June 30, 2004. Expansion of the program beyond the scope established in the collective bargaining agreement shall be made only through negotiations and agreement by the parties..

22:5-2.2 Scope of Program

22:5-2.2-1 Elementary/Primary Schools - The Extended Year Pilot Project

shall be limited to not more than three schools on the elementary/primary level, with the focus of the program in grades Pre-K through Grade 2.

22:5-2.2-2 High School Program - The high school Extended Year Pilot Project shall be limited to students who are considered to be juniors as per District standards, with the focus of the program on classes in language arts skills (including reading and writing) and mathematics only.

22:5-2.3 Maximum Length of Extended Year

22:5-2.3-1 **Elementary/Primary Schools** - The Elementary/Primary Schools Extended Year Pilot Project shall not exceed 195 days of student contact.

22:5-2.3-2 **High School Program** - The High School Extended Year Pilot Project shall not exceed 190 days of student contact.

22:5-2.3-3 **Staff Work Year** - The District shall not hold more than two orientation, workshop or training sessions outside of the traditional program school year either prior to, or during, the Extended Year Pilot Project for staff participating in the project. Staff members who participate in the Extended School Year Pilot Project shall not be required to participate in more than two orientation, workshop or training sessions outside of the traditional program work year.

22:5-2.4 Selection of Facilities - The District shall designate only those school facilities which are appropriate for an extended year program. Those sites shall be equipped with functioning air conditioning units for the extended year program which may occur during the months of July and/or August.

22:5-2.5 Salary - Staff members working in the extended year program, including school secretaries, security officers and instructional assistants, shall have their salary increased at the rate of 1/200th of their annual salary for each day when their presence is required beyond 184. Paychecks for extended school year participants shall be provided in the same fashion as those working in the traditional program.

22:5-2.6 Selection of Staff

22:5-2.6-1 All vacancies for the ESYP shall be posted in accordance with the requirements of Article 13:7 of this Agreement.

22:5-2.6-2 Initial applicants for the ESYP shall be limited to staff who currently work at the pilot sites. ESYP positions shall only be filled from outside the pilot sites if insufficient numbers of staff from the site apply.

22:5-2.6-3 If the number of volunteers for the ESYP is insufficient to staff the program, the District maintains the right of assignment and only under those circumstances will the administration assign non-volunteers to take the assignments.

22:5-2.6-4 Those staff members who currently work in the pilot school and who do not wish to participate in the ESYP will be assigned to traditional program classes within the school or transferred to another school based upon known openings as of June 15 of the

calendar year in which the transfer will occur. Requests for such transfers shall be submitted to the State District Superintendent of Schools, or his designee, within sixty (60) calendar days of the designation of the school as an ESYP facility or May 1, whichever is later.

22:5-2.7 Sick/Personnel Leave Days

Staff members participating in the ESYP shall be granted one (1) additional day which may be used as either a sick or personal day at the employee's discretion in addition to those provided to staff members under the terms of Article 18:1 of the current Agreement.

22:5-2.8 Program Evaluation

A Joint Committee, composed of an equal number of administrators (who shall be appointed by the State District Superintendent) and teachers (who shall be appointed by the Association), shall be established to review and analyze the implementation and effectiveness of the Extended School Year Pilot Project and make recommendations to the parties as needed. Total membership on this Committee shall not exceed eight (8) members. Said Committee shall be called into session not later than April 15, 2004.

22:5-3 Superintendent's Educational Grant Program

22:5-3.1 Purpose

The parties acknowledge the desire of the State District Superintendent of Schools to attract teachers in the elementary and primary schools to participate in certification programs designated by the Superintendent, which are provided at accredited state colleges or universities for the purpose of completing certification and providing instruction in said identified areas for the purpose of bringing even greater proficiency in subject areas to the staff assigned to the elementary/primary schools.

22:5-3.2 Procedure

To this end, the parties agree to permit the State District Superintendent of Schools to establish a Superintendent's Educational Grant program as follows:

1) Not later than June 1 of each school year, the State District Superintendent of Schools shall identify at-risk area(s) in which he believes the instruction of elementary staff members would benefit from participation in a certification program. There shall be no limit placed on the number of areas of certification that may be identified by the State District Superintendent of Schools

2) The State District Superintendent shall cause said information to be distributed to all staff members prior to the end of the preceding school year.

3) Building administrators will be required to circulate said notification, and staff members will be required to sign such circular in order to ensure that all have seen same.

4) Signed notices shall be forwarded to the State District Superintendent's office within five (5) work days of distribution to the schools.

5) Once designated as an at-risk area, the designation may not be removed or withdrawn by the State District Superintendent of Schools or the school district for a period of at least one school year.

6) The State District Superintendent of Schools may withdraw designation a subject area and/or may designate another area of concern following the procedure established above.

7) Reimbursement of tuition fees as established in Article 22:6 of this Agreement for courses taken in conjunction with this program shall not be made from funds budgeted to meet the District's obligations

established in Article 22:6-8 of this Agreement, and shall not be counted toward the amount of money to be expended under that provision of the Agreement.

8) No part of this section of the Superintendent's Grant Program shall be subject to the grievance procedure.

22:5-3.3 Participation

Staff members who seek certification based upon the State District Superintendent of Schools notification shall advise the State District Superintendent of Schools in writing of their decision within twenty (20) calendar days. The District shall establish a triplicate form for said notification, one copy of which shall be forwarded to the State District Superintendent of Schools, the second shall be forwarded to the Office of Staff Development, and the third copy shall be retained by the staff member.

22:5-3.4 Assignment

1) Staff members who hold New Jersey standard teaching certification in elementary education and the designated at-risk area may be assigned to teach in the designated at-risk area on a voluntary basis subject to availability of position and the decision of the State District Superintendent. Said decision shall not be subject to the grievance procedure.

2) The State District Superintendent of Schools agrees that staff members who respond to his Grant Program announcements may be voluntarily transferred to a high school assignment upon receipt of the subject area certification.

3) Staff members who receive certification in a designated area may request a transfer to an appropriate position in the high school, but upon receiving such assignment, shall give up the Grant honorarium.

4) Staff members who volunteer to teach in the designated at-risk area shall be provided with a Superintendent's Educational Grant Program honorarium of \$2,500 annually for each year in which they teach in the designated area. Said honorarium shall be paid by separate check not later than the last day of school in June.

5) Should the State District Superintendent of Schools withdraw designation of an at-risk area prior to the completion of the program by the staff member who has provided notification of intent to pursue certification in a designated at-risk subject area to the Office of the State District Superintendent of Schools, said staff member shall receive a one-year grant in the sum of \$2,500.

6) Staff members who wish to be transferred from the designated at-risk area of instruction may file such a request for transfer in the same manner as other transfer requests. However, once removed from the designated at-risk instructional area, the staff member will no longer be eligible to receive the Grant honorarium, unless the staff member chooses to request, and is granted, a transfer to either the designated at-risk area or another designated at-risk area for which s/he is certified.

22:6 TUITION REIMBURSEMENT

22:6-1 General Guidelines

22:6-1.1 A teacher under contract to the Paterson School District who earns additional semester credits in courses related to education which are approved by the State District Superintendent will be reimbursed for tuition up to the approved State College rate for no more than three courses per contract year which may be prorated based upon the percentage of time that the teacher spends in the Paterson school system in any one fiscal year as established in the guidelines of 22:6-6 below. The last day of the semester or term shall determine in which fiscal year the tuition would qualify for reimbursement.

22:6-1.2 In addition, courses related to education in areas designated by the State District Superintendent of Schools will be compensated at the approved State College rate for all tuition charges and other mandatory fees assessed by the college or university.

22:6-1.3 Reimbursement for courses taken at an accredited college or university other than a New Jersey state college or university shall be reimbursed at the tuition rate established by William Paterson University for New Jersey residents.

22:6-2 Course Eligibility

In order to be eligible for tuition reimbursement for such approved courses, the course must be in the field of education or the teacher's certification, or a course to obtain additional certification, unless it is part of a degree program, or unless this provision is waived by the State District Superintendent. Additionally, the course must be taken at an accredited college or university.

22:6-3 Intent

The intent of this provision is to reimburse tuition costs for graduate courses in the areas cited above except that undergraduate courses taken within the area of a teacher's certification, to obtain an additional certification or in the area of an educational degree program may be taken, and the graduate course requirement shall be waived, by authorization and approval of the State District Superintendent of Schools.

22:6-4 Grade Requirement

22:6-4.1 A "B" average must be maintained in each course in order for the course to be reimbursable.

22:6-4.2 In the case of a degree program, the individual college's requirement for passing shall govern and if the teacher passes and receives credit from

the college, the costs of tuition, subject to the above limitations, shall be reimbursable.

22:6-5 Payment Schedule

For courses taken, reimbursement shall be within sixty (60) days of receipt of transcript and summer courses will be reimbursed in September provided the teacher returns to the District.

22:6-6 Procedural Guidelines

Procedural guidelines for the submission of reimbursement claims shall be established mutually by the State District Superintendent or designee and the Association. Said guidelines review will begin upon ratification of this Agreement.

22:6-7.1 Limitations

Courses taken for initial certification or degree will not be eligible for reimbursement under the guidelines established herein.

22:6-7.2 Courses taken as part of the Superintendent's Grant Program shall be reimbursed as per the provisions of this Article. However, costs for said courses shall not be taken from monies made available under Article 22:6-8 below.

22:6-7.3 Courses taken as a result of administrative circulars/postings or other such solicitations by the District's administrative staff shall be reimbursed as per the provisions of this Article. However, costs for said courses shall not be taken from monies made available under Article 22:6-8 below.

22:6-8 District Expenditure Liability

The parties agree that the amount of money expended by the District for tuition reimbursement under the provisions of this Article during the 2000-2001 school

year shall not exceed \$470,134. Further, the parties agree that thereafter, should the State College tuition rate be increased or decreased, the amount of money to be expended by the District shall be increased or decreased by the same percentage.

22:6-9 Instructional Assistants (I-V)

22:6-9.1 The District and the Association agree to explore avenues of obtaining funds from sources outside the District to be used to provide a tuition reimbursement program for Instructional Assistants (I-V). Efforts will be made to check state and federal resources, endowment funds, state and national associations, and other appropriate agencies to obtain funds to assist Instructional Assistants (I-V) to be employed as teachers in the District subject to funding.

22:6-9.2 Regardless of whether the District obtains outside sources of funding, the District agrees to provide tuition reimbursement for Instructional Assistants (I-V), for a maximum of two (2) courses taken per year at two or four-year colleges at the county college (2 year) or state college (4 year) rate upon approval by the Instructional Assistant's building principal for courses relevant to such Instructional Assistant's assignment.

22:6-10 Secretarial Training

The District agrees to offer a module of five courses related to skills needed for secretarial employees. Each course shall consist of two hours of instruction and shall be conducted after the workday at a Paterson school district site or other site convenient to Paterson. Any secretarial employee who successfully completes the entire module of courses consisting of ten (10) hours of instruction shall receive a one-time stipend of \$200.00 which shall be non-cumulative and which shall not be considered part of the secretarial employee's salary. The five-course module shall be offered commencing in the 1995-96 year and for each succeeding year of this contract.

22:7 PEER ASSISTANCE PROGRAM

22:7-1 Establishment Provision

In order to provide staff members with assistance in improving their performance, a Peer Assistance Program will be established within the district under the auspices of the Instructional Council or other collaborative committee having equal representation of the district management and the Association.

22:7-2 Areas of Assistance

Areas of instructional pedagogy in the Peer Assistance Program may include long range concerns (such as student discipline techniques) or short-term curricular areas.

22:7-3 Participation Guidelines

The Peer Assistant Program shall be a voluntary program for both providers and recipients of assistance.

22:7-3.1 Participation of staff members as recipients under the Peer Assistance Program may be suggested but not mandated by building administrators based upon annual performance evaluations.

22:7-3.2 Staff members may voluntarily request assistance based upon evaluations or observations by administration or through voluntary self evaluation.

22:7-4 Relationship to Evaluation Procedure

The peer assistance activity shall proceed parallel to and independent of the normal supervisory and evaluation process. Peer assistance providers will not be permitted, either in person, in written form or through hearsay, to participate in any disciplinary or evaluative procedure. Further, no documentation of receipt of assistance through the Peer Assistance Program shall be placed in any personnel record. However,

commendations of peer assistance providers may be placed in the personnel file of assistance providers so long as no reference is made to the recipient of the assistance.

22:7-5 Compensation

No mandatory additional time requirements may be placed upon participants in the Peer Assistance Program with the exception of in-service training for assistance providers who shall be compensated at the contractual rate as established in Article 12 of this agreement, should such training take place after the close of the regular workday.

22:7-6 Volunteer Solicitation

Peer assistance provider volunteers may be solicited from the staff of a building by the administrator. Other staff members who wish to provide assistance may indicate such desire to the building administrator.

22:7 MENTOR TEACHER PROGRAM

P.E.A. and the District share an interest in attracting and keeping excellent teachers, providing support to all provisional staff in order to enhance their professional development and improve their teaching skills. The parties also wish to identify and utilize the talents and experience of outstanding teachers who would apply and, if selected, serve as Mentor Teachers within each school in the District.

22:7-1 Mentor Teacher Designation

22:7-1.1 To be eligible to be considered for Mentor Teacher designation, teachers must meet the qualifications listed below and submit an application. The review and designation process will be conducted by a Mentor Teacher Committee composed of an equal number of District and P.E.A. members.

22:7-1.2 The exact number of Mentor teachers designated for each school will depend on the size, needs, number of provisional staff, etc. at each school. However, no Mentor Teacher shall be responsible for more than eight (8) provisionals in any given year. Mentor Teachers who have instructional responsibilities and who mentor at more than one school shall mentor no more than four (4) provisional teachers.

22:7-2 Mentor Teacher Roles

The Mentor Teacher, depending on the needs in his or her school and his or her expertise and preferences, will mentor provisional teachers and assist in identifying and facilitating building training opportunities for provisional staff.

22:7-3 Mentor Teacher Program Committee

22:7-3.1 Composition

The Committee shall be composed of an equal number of administrators and teachers, but total membership will not exceed eight. The P.E.A. will select teacher members; the District, administrative members. effective Spring, 1992.

22:7-3.2 Responsibilities

The Committee, in conjunction with the District Personnel Office will develop and post a job description for Mentor Teacher. The posting will list qualifications, application process and deadlines. The notice shall be sent to all teachers in the Paterson District. Upon review of the applications, the Mentor Teacher Program Committee will select Mentor Teachers so that each school will have a pool of Mentor Teachers. If a school has no school-based Mentor Teacher, a school may request a Mentor Teacher from a school that has unassigned or under utilized Mentor Teachers. The Mentor Program Committee will compile and distribute to

all schools a list of the Mentor Teachers who have assignments and those who are available.

22:7-3.3 Program Evaluation

The Committee will review and analyze annually the implementation and effectiveness of the Mentor Program and make recommendations to the parties as may be needed.

22:7-4 Qualifications of Mentor Teachers

22:7-4.1 To be eligible for the position of Mentor Teacher, a teacher:

- Must be tenured in the Paterson School District.
- Must have taught at least five years.
- Must have had three consecutive "outstanding" evaluations based upon the standard district staff evaluation form prior to applying for this position.
- Must secure four (4) letters of recommendation from those who are familiar with their work. If possible, at least one of the letters should be from an administrator who has supervised that person.

22:7-4.2 To insure that those being mentored are open to learning and will feel free to acknowledge weaknesses and ask for help, Mentor Teachers shall not be a part of the evaluation process.

22:7-4.3 Mentor Teachers will be evaluated annually by the District based on objectives previously established by the Mentor Program Committee. These objectives shall be discussed with the Mentor Teacher prior to assumption of the role.

22:7-4.4 Mentor Teachers shall be appointed for a one (1) year term which shall be renewable for up to three (3) years. It is conceivable that

a person designated as a Mentor Teacher who is in a pool of Mentor Teachers may not get an assignment or a volunteer to work with the first year of any subsequent year in which they have been designated a Mentor Teacher. Therefore, in determining when they have reached the end of the three year renewal limit, the years in which they receive an assignment will govern, rather than the year of designation.

22:7-5 Teaching Load

Mentor Teachers will need time to consult, observe, diagnose, plan and prescribe for provisional teachers they mentor. They will also need time to meet with other Mentor Teachers and the Mentor Program Committee. For these reasons, Mentor Teachers with instructional responsibilities shall be responsible for no more than eight (8) provisional teachers. In addition to their preparation periods, Mentor Teachers shall have at least two (2) periods per provisional teacher per week free from instructional duties.

22:7-6 Compensation

A Mentor Teacher shall received a stipend of \$550 per provisional staff member mentored.

ARTICLE 23 INSTRUCTIONAL COUNCIL

23:1 STATEMENT OF AUTHORIZATION

The District and the Association agree to organize an Instructional Council for the purpose of strengthening the education program as a result of the efforts of the District and the Association. The organization membership and procedure shall be formulated through the joint efforts of the State District Superintendent of Schools and the Association.

23:1-1 Purpose

An Instructional Council shall be established and shall meet no later than October 15. The purpose of the Council shall be to strengthen the educational program through recommendations, research implementation, and evaluation by the State District Superintendent and the Association to best meet the needs of the students, the schools, and the community. The Council may consider, but not be limited to, advising the District and Association on such matters as curriculum improvements, teaching techniques, instructional organizational patterns, experimentation, extra curricular programs, in-service training and staff development, pupil testing and evaluation, philosophy and educational goals of the district, employee requirement, research, educational specifications for buildings, and other related matters regarding the effective operation of the District.

23:1-2 Membership

The Council shall consist of five (5) representatives appointed by the State District Superintendent and five (5) representatives appointed by the Association.

23:1-3 Committees

The Council shall recommend to the State District Superintendent for appointment of subcommittees or ad hoc committees for specific projects to allow for those who would be affected by Council recommendations to have an opportunity to be involved.

23:1-4 Individual Initiative for Suggestions

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

23:1-5 Additional Members

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

23:1-6 Rules of Procedure

The Council shall establish its own rules of procedure and shall provide for a rotating chairman who shall be responsible for the arrangement and conduct of meetings.

23:1-7 Meetings

The Council shall meet at least once each month that school is in session. Special meetings may be called during such time as school is not in session at the call of a majority of the members of the Council.

23:1-8 Information

The Council and its sub-committees shall be provided with the same access to available school district information as provided to the Association as specified in Article 5:1 of this Agreement.

23:2 REPORTS

23:2-1 District and Association Action

The District and the Association shall consider and study all written recommendations submitted by the Council for action. If the District or the Association refuses to adopt any such recommendations, it shall state the specific reasons for such refusal to the Council in writing.

23:2-2 Minority Reports

Reports of the Council or any sub-committee

established by the Council may include minority as well as majority views.

23:3 BUDGET

The District agrees to provide in its budget, the sum of five thousand dollars (\$5,000) for the purpose of assisting said Council in implementing the responsibilities imposed upon the Council. All requests for funds shall be processed through the District in accordance with the procedures established by the District for approval of project expenditures. One member of the Council shall be selected by the Council to maintain financial records which shall be available for inspection and submitted to the District on an annual basis.

23:4 CLERICAL ASSISTANCE

Adequate secretarial and clerical assistance shall be provided for the Council by the District.

23:5 RELEASED TIME

Members of the Council may find it imperative to meet during schools hours. In such cases if a majority of the members of the Council agree that such meeting must be held during the school day, the District shall grant released time, at no loss of pay for any Council member, however, there shall not be more than three (3) meetings held during school time.

ARTICLE 24 SITE BASED MANAGEMENT/SHARED DECISION MAKING

24:1 GOVERNING PHILOSOPHY

The parties agree that achieving the overall objective of improved student achievement can best be

accomplished in an environment that allows decisions about education programs and the resources needed to implement them to be made wherever possible by the individual staff members and administrators who will directly carry them out. Therefore, the parties agree that the District should commit itself to fostering processes that encourage shared decision-making at the school sites. This conclusion is based on the parties' agreement that they share strong interests in:

- Ensuring that every school in the District is operated so as to maximize its effectiveness (increasing quality of student achievements) and its efficiency (value realized from the use of District resources).
- Ensuring that the decision-making process at each school and throughout the district gives appropriate weight to the interests and perspectives of all parties, as a means of improving both the quality of decisions and the probability of their successful implementation.
- Ensuring that transition to Site-Based Decision-Making is preceded by effective communication and coordination of plans and expectations among all parties involved.
- Ensuring that there is general acceptance by staff members and administrators at any school entering into a Site-Based Management/Shared Decision-Making program. Individual staff members and administrators who prefer not to participate in the program will be offered transfers whenever possible, without prejudice to sites where the program is not yet underway.

It is important to note that improving student achievement is in the interest of both parties. Therefore, a school that is producing satisfactory student achievement need not change to Site-Based Management/Shared Decision-Making if its staff and administrators prefer not to participate.

24:2 SITE-BASED MANAGEMENT/SHARED DECISION-MAKING DEFINED

Site-Based Management/Shared Decision-Making (SBM/SDM) programs are joint planning and problem solving processes that seek to improve the quality of working life and education through collaborative efforts of administrators and staff at the work site sharing authority to make decisions. Said programs also reflect the commitment of the District to provide funding for those decisions.

24:3 ASSOCIATION - DISTRICT COMMITTEE

24:3-1 Steering Committee

A joint Association /District Steering Committee, consisting of eleven (11) people — five (5) chosen by the District — five (5) chosen by P.E.A. and the eleventh chosen jointly from the Paterson community, will be established. Should the Committee decide to increase its number, an equal number of members representing the Association and the District shall be added as appointed by the respective parties.

24:3-2 Contract Interpretation Question Referral

The Steering Committee should refer questions of contract interpretation to both the P.E.A. President and the District Counsel.

24:3-3 Committee Responsibilities

24:3-3.1 The joint Association/District Steering Committee shall develop a model of what 'site-based management /shared decision making' is for the District, working within the framework of this employment contract.

24:3-3.2 To set an example of the District-wide approach to site-based management/shared decision-

making, this committee will:

- develop a demonstration project as an illustrative example to guide individual sites.
- invite and encourage staff and administrators at the sites to develop and submit proposals to the Committee.
- develop criteria for the evaluation of plans submitted by the sites.
- evaluate plans submitted and select school sites whose plans meet the established criteria.
- conduct meetings with staff of the selected sites.
- plan training for staff at selected sites.
- define appropriate criteria measurement mechanisms and review processes for evaluating the program.
- ensure the pilot programs are appropriately evaluated before expanding participation to other sites.
- share information.
- remain as the district-level group responsible to receive program proposals.
- charge other committees and/or individuals with specific responsibilities for SBM/SDM projects.
- identify persons to be utilized as facilitators to resolve conflict as needed.

24:3-4 Sub Committee

This committee may charge other committees and individuals with specific responsibilities for this 'demonstration project' as it deems appropriate.

24:3-5 SBM/SDM Model Guidelines

The District-wide model for Site-Based Management/Shared Decision-Making developed by this committee will:

24:3-5.1 Be unequivocally clear that the primary objectives of any Site-Based Management/Shared Decision-Making program must be to improve student achievement at the school and to improve the quality of work life for students, staff, and administrators at the site.

24:3-5.2 Explicitly identify those categories of decisions which must be made on the District level, as defined by District policy and this employment contract, and those that can be made collaboratively by the parties at each site.

24:3-5.3 Define the standards and process by which the success of a specific school's Site-Based Management/Shared Decision-Making program will be measured.

24:3-5.4 Make clear that the District's commitment to the concept that people trying new, innovative ideas are considered 'free to fail and to learn from their failure in pursuit of success'.

24:3-5.5 Enable each school team to develop specific, comprehensive plans for their site program by ensuring that the District staff provides appropriate information about the amounts of money, staffing, and other resources that will be available.

24:3-5.6 When the 'pilot phase' of this program is completed, this committee will remain as the District-level group responsible to receive program proposals from the schools and either approve them or send them back to the schools for further work. Ideas underlying the expected process for schools to submit program proposals for this committee's approval are described in Appendix A of this document.

24:3-6 Project Submission Guidelines

The Steering Committee will invite and encourage staff and management teams at the schools to develop and submit pilot project plans, reflecting their visions of the Site-Based Management/Shared Decision-Making model.

24:3-6.1 The Steering Committee will evaluate these plans and may select one or more schools for inclusion in the process. The criteria for selecting such schools will include the readiness for and commitment to the process of its administrators and staff.

24:3-6.2 Schedules for implementation of the programs may vary: changes that have little direct impact on education programs, such as site governance, may be implemented upon approval of the Steering Committee. Changes in education programs may begin at that same time, if the school team demonstrates its readiness, or they may be developed further during that school year and implemented upon approval of the Steering Committee.

24:3-6.3 The Steering Committee will conduct one or more meetings with the management and staff of each pilot project school and the appropriate P.E.A. representative(s) to ensure that they share common expectations about:

- Objectives of the program.
- Any categories of decisions not to be included in the program.
- Individual and group roles in the process within the school.
- Communication processes, procedures, and timetables among those within the school and among the school, the District staff, and the P.E.A.

24:3-7 Training Requirements

The Steering Committee will ensure appropriate training programs at the pilot project school(s) to build the required skills. Any such training programs will be jointly planned by the District and the P.E.A.

24:3-8 Evaluation of Programs

The Steering Committee will (1) define the appropriate criteria measurement mechanisms, and review processes for evaluating Site-Based Management/Shared Decision Making programs and (2) ensure that the pilot program(s) are appropriately evaluated before expanding participation in the program.

24:3-9 Waiver Procedure

24:3-9.1 SBM/SDM proposals which require waivers of District policy, contract, law, or regulation may be submitted to the Steering Committee for consideration. The need for a waiver may be identified by either the site team or the Steering Committee, and should be discussed as part of the overall consideration of the proposal.

24:3-9.2 Waiver requests that involve District policy or contractual agreements will be referred to the affected local parties (e.g. the State District Superintendent, the bargaining unit, etc.) for consideration and response. The Steering Committee will record all responses to requests for waivers in its minutes. If a waiver is approved, the Steering Committee shall proceed with its review of the proposal. Should the waiver be rejected, the proposal will be returned to the site team for reconsideration.

24:3-9.3 Waiver requests which involve State law or regulation shall be considered and reviewed by the Steering Committee. Where the Steering

Committee agrees with the need for such waiver, both the Steering Committee and the site team will jointly seek approval.

24:4 PILOT SCHOOL PROGRAM/PATERSON INNOVATIVE ACADEMY

24:4-1 The parties agree to utilize the provisions of this Article and related appendices A and B of this Agreement for the purpose of reviewing proposals related to a 'Pilot School Program' for the District, the intent of which shall be to provide models of educational excellence that will enhance instruction and foster educational reform.

24:4-2 The parties agree the Site-Based Management/Shared Decision-Making process and language as contained in this Agreement is a commitment by the parties to collaborative efforts in the areas mentioned in this Article. However, due to the nature of this Paterson Innovative Academy project, both in terms of its goals and the legal ramifications of the project, the parties agree that the final determinations regarding Steering Committee recommendations shall remain within the exclusive purview of the State District Superintendent of Schools.

24:5 STAFF ATTENDANCE INCENTIVE PLAN

24:5-1 Guidelines

Productivity and student achievement are enhanced by the consistent presence of teachers and support staff in the schools. At the end of each school year all staff members who have completed three years of active service and whose attendance has equaled or exceeded 96.5% for the school year are eligible and may choose to receive reimbursement for a minimum of five (5) unused sick days up to a maximum of ten (10) unused sick days at the following rates:

Teachers \$ 125 per day
Others \$ 60 per day

Staff members who have had no more than three (3) days deducted from their accumulated sick days will be eligible to participate in the Staff Attendance Incentive Plan.

24:5-2 Perfect Attendance Bonus

24:5-2.1 Ten Month Employees

Ten month employees (teachers, instructional assistants, SCPC's, etc.) who have zero absences deducted from accumulated sick days during the period from September 1 through January 31 and/or the period from February 1 through June 30 shall be entitled to a payment of \$250 for either or both period(s) in which no absences were deducted.

24:5-2.2 Twelve Month Employees

Twelve month employees (secretarial staff, security officers, SCPC's, attendance officers, etc.) who have zero absences deducted from accumulated sick days during the period from July 1 through December 31 and/or the period from January 1 through June 30 shall be entitled to a payment of \$250 for either or both period(s) in which no absences were deducted.

24:5-2.3 Attendance Incentive Plan Eligibility

Staff members who receive bonus payments as outlined above shall also be entitled to participate in the Attendance Incentive Plan as previously outlined in this Article.

24:5-3 Association Representation on Staff Attendance Committee

Effective September 1, 1992, the District Staff Attendance Committee shall be opened to include

two representatives of the Association for the purpose of developing guidelines for the implementation of the Staff Attendance Incentive program.

24:5-4 Payment

Monies from such transactions shall be paid to the employees by the District by separate check not later than thirty (30) calendar days following the close of the attendance period.

ARTICLE 25 PROTECTION OF EMPLOYEES, STUDENTS AND PROPERTY

25:1 UNSAFE AND HAZARDOUS CONDITIONS

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

25:2 PROCEDURES FOR HAZARDOUS CONDITIONS

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

25:3 REASONABLE FORCE

25:3-1 Statutory Authorization

As specified in 18A:6-1, a teacher may, within the scope of his/her employment, use and apply such amount of force 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.

25:3-2 Applicability to Support Staff

It is agreed that Section 24:3-1 above shall be applicable to Instructional Assistant (I-V) staff acting in the absence of, or in conjunction with, certificated personnel.

25:4 ASSAULT

25:4-1 Legal Assistance

The District shall give full support including legal and other assistance for any assault upon the employee while acting in the discharge of his/her duties, as provided in the statute.

25:4-2 Leave

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

25:4-3 Worker's Compensation

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

25:5 REPORTING ASSAULTS

25:5-1 Principal or Immediate Supervisor

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

25:5-2 State District Superintendent of Schools

Such notification shall be immediately forwarded to the immediate Supervisor and School District Counsel who shall comply with reasonable requests from the employee for information in the possession of the State District Superintendent relating to the incident or the persons involved, and shall act in appropriate ways as liaison between the employees, the police, and the courts.

25:6 REPORTING INJURIES

25:6-1 Responsibility

In the event of injuries sustained by any employee in the course of his/her employment, it is the responsibility of the principal to report the same to the District. The report shall be made out in quadruplicate; one copy sent to the State District Superintendent, one to the Counsel, the third copy retained by the principal, and the fourth copy to be retained by the injured party.

25:6-2 Forms

Forms containing the information required shall be furnished to the schools.

25:6-3 Physician

Injured employees are required to retain a physician from the list furnished by the District's Worker's Compensation carrier in order to avoid personal liability for payment of doctor's bills.

25:6-4 Extreme Cases

In extreme cases the principal shall notify the Counsel by telephone immediately and prior to filing the formal report.

25:7 VANDALISM /PERSONAL LOSS PROTECTION

The parties agree to establish a four member joint study committee, two members to be appointed by the Association and two members to be appointed by the District, to explore options which may be available to the parties in order to address staff concerns regarding vandalism/personal loss protection.

25:8 NURSES

A school nurse shall be scheduled to be in each building.

25:9 SECURITY OFFICERS

The parties agree that security officers are desirable in appropriate circumstances to avoid situations which endanger the health, safety, or well-being of the teaching staff.

ARTICLE 26 INSURANCE PROTECTION

26:1 FULL HEALTH-CARE COVERAGE

26:1-1 Provisions of Coverage

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

26:1-1.1 Hospital room and board and miscellaneous costs.

26:1-1.2 Out-patient benefits.

26:1-1.3 Laboratory fees, diagnostic expenses, and therapy treatments.

25:5-2 State District Superintendent of Schools

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**ARTICLE 26
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26:1-1.2 Out-patient benefits.

26:1-1.3 Laboratory fees, diagnostic expenses, and therapy treatments.

26:1-1.4 Maternity costs.

26:1-1.5 Surgical costs.

26:1-1.6 Major-medical coverage

26:1-1.7 Emergency room coverage

26:1-2 Carrier

Notwithstanding any past practice to the contrary, effective July 1, 1992, the health insurance carrier shall be the New Jersey State Public and School Employees Health Benefits Plan. The District may change the carrier(s) only if all of the following procedures are complied with:

26:1-2.1 Any proposed new carrier or plan must offer benefits equal to or better than those provided by the New Jersey State Public and School Employees' Health Benefits Plan.

26:1-2.2 The District shall provide the Association with the proposed master policy, which the Association may review and analyze for a period of at least sixty (60) days.

26:1-2.3 In any dispute over the award of benefits which arises between an employee and the New Jersey State Health Benefits Plan, the district agrees to support the employee with appropriate documentation and information to assist with the claim and/or appeal process.

26:1-2.4 Management shall provide all documentation, including but not limited to the explanation of benefits booklet, individual and group identification numbers, claim forms, individual prescription and medical identification cards, to all staff members not less than thirty (30) days prior to the implementation of any medical benefits program.

26:1-2.5 Identification cards shall be distributed to all staff members no later than two (2)

weeks prior to the beginning of any new benefit contract year.

26:1-2.6 The parties agree that Sections 29:1-2.3, 29:1-2.4 and 29:1-2.5 of the 1988-91 Agreement, along with the total emergency room coverage provided in 29:1-1.7 will remain in effect if the District is covered by an insurance carrier other than the New Jersey State Health Benefits Plan.

26:1-3 Complete Annual Coverage

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

26:1-4 Master Agreement Provisions

The District agrees to establish a contract with the program administrator/carrier which shall provide for:

26:1-4.1 Notification by the program administrator/carrier to the employee of receipt of the employee's claims within five (5) business days.

26:1-4.2 School visitations by the representatives of the program administrator/ carrier to discuss and assist in claim filing, and provide information concerning the insurance program. Said visitations will be made in each school in the district when necessary or as requested while school is in session.

26:1-5 Retired Coverage

To the extent permitted by law, the District shall provide for continuance of health-care insurance after retirement on the terms detailed in the master policies and contracts agreed upon by the District and the Association.

26:2 DENTAL COVERAGE

26:2-1 Provisions of Coverage

The district shall provide full family coverage as follows. The following coverage is based upon the usual customary and reasonable fee concept.

26:2-1.1 Co-payment

- Preventive and diagnostic - 80/100 (Incentive)
- Remaining basic services - 60/100 (Incentive)
- Crowns, inlays and gold restorations - 50/50
- Prosthodontic benefits - 50/50

26:2-1.2 Deductible

- \$25.00 per patient per contract year
- \$75.00 family maximum aggregate

Effective July 1, 1989, the above deductibles shall not be applied to reimbursements for preventive and diagnostic services.

26:2-1.3 Maximum - The per patient maximum in any calendar year for such coverage shall be \$1,500 through June 30, 2001, shall be increased to \$1,750 effective July 1, 2001 through June 30, 2002, and shall be increased to \$2,000 effective July 1, 2002 and thereafter.

26:2-1.4 Orthodontics (applicable to eligible dependent children only)

- co-payment 50/50
- benefits subject to a \$1,000 per case maximum separate from the maximum in 26:2-1.3 above.

26:2-2 Exclusions - dependent children are not covered for prosthodontic benefits or for crowns, inlays and gold restorations.

26:2-3 Continuations - the comprehensive plan in effect on September 1, 1985 shall continue for the duration of this agreement.

26:3 PRESCRIPTION COVERAGE

26:3-1 Provisions of Coverage

The District shall provide a full family coverage prescription plan without charge to the employee but with a co-payment charge of \$3.00 for generic drug prescriptions and \$5.00 brand name drug prescriptions through June 2002. Effective July 1, 2002 the plan provided shall be \$5.00 for generic drug prescriptions and \$7.00 for brand name drug prescriptions. The District shall continue to provide, without charge to the employee, the Maintenance Drug program outlined in 26:3-3 with a co-payment charge of \$3.00.

26:3-2 Continuation of Plan

The prescription plan shall be the same as is presently enjoyed.

26:3-3 Maintenance Drug Program

In addition, the maintenance drug program in effect on September 1, 1985 shall continue for the duration of this agreement.

26:3-4 Duplicate Coverage Exclusion

26:3-4.1 The parties recognize that under the provision of this Section duplication of coverage for married employees in the District exists. As a result of the dependent coverage provided herein such duplication of coverage is unnecessary. Therefore, as long as dependent coverage for prescriptions continues, the Association will agree to eliminate the duplication of prescription coverage for married employees in the District. It is understood, however, that this will in no way eliminate coverage for either spouse.

26:3-4.2 It is further agreed that in the case of married employees, the District will provide, at no extra charge to the parties, prescription cards for each spouse. The parties agree that guidelines for the provision of prescription cards under this Section of the Agreement shall be mutually developed by the parties.

26:3-4.3 In the event of the death of the spouse who is considered as the primary insured employee, or other circumstances which would cause a termination of coverage, the District shall provide for uninterrupted coverage for the other employee and dependents.

26:4 OPTICAL COVERAGE

The District agrees to provide, at no cost to the employee, optical coverage as detailed in Vision Service Plan B-\$10/\$25 deductible coverage.

ARTICLE 27 DEDUCTION FROM SALARY

27:1 ASSOCIATION PAYROLL DUES DEDUCTION

27:1-1 Authorization

The District agrees to deduct from the salaries of its employees, dues for the Paterson Education Association, the Passaic County Education Association, the New Jersey Education Association and the National Education Association, as said employees individually and voluntarily authorize the District to deduct. Such deductions shall be made in compliance with Chapter 233, Public Laws of 1969 and under rules established by the State Department of Education. Said monies together with the records of any corrections shall be transmitted to the treasurer of the Paterson Education Association by the 15th of each month following the monthly pay period in

which deductions were made. The Association treasurer shall disburse such monies to the appropriate association or associations.

27:1-2 Certification of Information

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

27:2 LOCAL, STATE, AND NATIONAL SERVICES

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

27:3 TAX SHELTER ANNUITY PROGRAM

The Tax Shelter Annuity Program shall continue to be made available to employees. Carriers for said programs shall be subject to approval by both the District and the Association. However, the addition of any new companies not currently being used by members of the Association shall be by mutual agreement of the District and the Association. District rejection of proposed additional carriers shall not be subject to the grievance procedure.

27:4 CREDIT UNION DEDUCTIONS

The District shall continue to make available to employees a payroll deduction to the North Jersey Federal Credit Union. New requests shall be submitted on a monthly basis.

27:5 TRANSMITTAL OF DEDUCTIONS

The District agrees to transmit deductions from employees' salaries to tax shelter annuity and credit union accounts within five (5) working days following the date the deductions from the employees' salaries are made wherever possible.

27:6 REPRESENTATION FEE

27:6-1 If a bargaining unit member does not become a member of the Association effective September 1 of each year, or during the course of the year if s/he is a new employee, said unit member shall be required to pay a representation fee to the Association for that membership year. The purpose of the fee is to offset the cost of services rendered by the Association.

27:6-2 Prior to September 1, of each year the Association shall notify the District in writing of the amount of the regular membership dues charged by the Association. The representation fee paid by non members shall be equal to 85% of that amount.

27:6-3 If the representation fee is increased by law it will automatically be increased at the beginning of the next Association membership year.

27:6-4 Prior to September 1, the Treasurer of the Association shall submit to the District Secretary a list of employees who have not become members. The District will commence deducting the representation fee in the October paycheck and transmit it to the Association.

27:6-5 If an employee terminates his/her employment or is terminated by the District, it is agreed the total remaining portion of the representation fee shall be deducted from the employee's final paycheck.

27:6-6 As near as possible, the process of collecting and distributing the representation fee shall follow the normal dues deduction process.

27:6-7 On the last working day of each month the District will submit to the Association treasurer a list of all employees who began their employment in the unit during the previous thirty (30) days. The list will include names, date of employment, social security number, assignment, home address and telephone number.

27:6-8 The District agrees to advise each new applicant of his/her right to join the Association or to have a representation fee deducted from his/her check during the first thirty (30) days of employment.

27:6-9 The Association agrees to establish and maintain a demand and return system as required by N.J.S.A. 34:13A-5.6.

27:6-10 The Association agrees to indemnify and hold the employer harmless against any liability course of action or claims of loss whatsoever arising as a result of said deductions.

ARTICLE 28 MISCELLANEOUS PROVISIONS

28:1 NON-DISCRIMINATION

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

28:2 DISTRICT POLICY

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

28:3 SAVINGS CLAUSE

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

28:4 SEPARABILITY

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

28:5 COMPLIANCE BETWEEN INDIVIDUAL CONTRACT AND MASTER AGREEMENT

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

28:6 PRINTING AGREEMENT

Four thousand five hundred (4500) copies of this Agreement shall be printed at the joint expense of the District and Association, after agreement with the Association on format, within thirty (30) days after the

Agreement is signed. The Agreement shall be presented to all employees now employed and hereafter employed.

28:7 NOTICE

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

1. If by the Association, to the Paterson School District at:
Paterson Public Schools
33-35 Church Street
Paterson, New Jersey 07505
 2. If by the District, to the Association at:
Paterson Education Association
95 West Broadway
Paterson, New Jersey 07505
- or summer address of the President of the Association

28:8 DISTRICT RIGHTS

The management of the school district and the direction of the professional staff including the right to plan, organize and control school operations, the right to hire, promote, suspend, or discharge employees for cause, or to reduce staff for legitimate reasons, or the right to introduce new and improved methods or facilities, or to change existing education methods or facilities, and to manage the schools in the traditional manner is vested exclusively in the Paterson School District except to the extent that these rights are limited by this Agreement, applicable case law, and the laws of the State of New Jersey.

**ARTICLE 29
WORKING CONDITIONS**

29:1 INTERRUPTIONS OF INSTRUCTION

The District agrees that there shall be no unnecessary interruptions of instruction.

29:2 WORKSTATION FACILITIES

The District agrees to make every reasonable effort to comply with the following as soon as possible:

1. Proper furniture in every workstation.
2. Adequate lighting in every workstation.
3. Effective repair and maintenance of school buildings.

29:3 COMMITTEE

The parties agree that a committee consisting of two (2) members of the Association and a representative from custodians to meet on a regular basis with the District's Business Administrator to discuss problems of mutual interest not covered by the contract.

29:4 OVERALL APPROACH

29:4-1 Plant and Equipment Repair

The parties agree that certain minimal levels of quality are essential in the physical plant and equipment at every school. Therefore, all instances of substandard physical plant (leaking roofs, inadequate heating, ventilation, lighting, etc.) and equipment (copy machines, etc.) will be corrected at every school.

29:4-2 Maintenance Progress Reports

The District agrees to provide the P.E.A. with a maintenance update by September 1, 1992. A progress report will be provided to the P.E.A. on a regular basis. It will be necessary to distinguish between immediate repairs and capital projects; the parties agree that priority

will be given to correcting conditions that cause the greatest barriers to student achievement.

**ARTICLE 30
DURATION OF AGREEMENT**

30:1 DURATION

This Agreement shall be effective as of July 1, 2000, and shall continue in effect through June 30, 2001. Its provisions shall then be in effect from July 1, 2001 through June 30, 2004 except as hereinafter provided, subject to any amendments hereto made in writing and agreed to by both parties or subject to a successor Agreement negotiated and agreed upon by the parties.

30:2 STATUS OF INCORPORATION

In witness whereof the parties hereto have caused this Agreement to be signed by their respective secretaries, all on the day and year above written.

**APPENDIX A:
SITE BASED MANAGEMENT/
SHARED DECISION MAKING
PROCESS FOR SCHOOLS TO
SUBMIT PROGRAM PROPOSALS**

Proposals for programs that do not require actions involving either staffing, additional funding, curriculum, or District policy can be implemented by the school staff without review by the joint committee overseeing site-based management/shared decision-making in the District provided such proposals are in compliance with the terms of this Agreement. Such proposals should, however, be forwarded to the committee for informational purposes. Proposals for programs that do involve one or more of those elements must be approved by the committee before implementation.