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THIS BOOK DOES
NOT CIRCULATE

AGREEMENT
BETWEEN THE
TOWN OF CLINTON BOARD OF EDUCATION
AND THE
CLINTON TEACHERS ASSOCIATION
FOR THE
SCHOOL YEAR 1973-1974

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PREAMBLE

This Agreement is entered into this _____ day of February, 1973, by and between the Board of Education of the Town of Clinton, New Jersey, hereinafter called the "Board," and the Clinton Teachers Association, hereinafter called the "Association."

RECOGNITION

A. The Board hereby recognizes the Association as the exclusive representative for collective negotiations concerning the terms and conditions of employment of all the personnel listed below, whether under contract, or on leave, employed, or to be employed by the Board for the 1973-1974 school year:

Classroom Teacher

Physical Education Teacher

Music Teacher

Librarian

Reading Teacher

Art Teacher

Nurse

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

NEGOTIATION PROCEDURE

A. The parties agree to enter into collective negotiations, as long as the Association represents a majority of professional employees, over a successor agreement under Chapter 303, Public Laws 1968, in good-faith efforts to reach agreement on all matters concerning terms and conditions of teachers' employment. Such negotiations should begin by October 15, of the calendar year preceding the calendar year in which this Agreement expires. Any agreement so negotiated shall apply to all teachers, be reduced to writing, be signed by the Board and the Association, and be adopted by the Board and the Association.

B. During negotiations, the Board and the Association shall present relevant data, exchange points of view, and make proposals and counter proposals. The parties shall supply to each other for inspection and copying all requested and pertinent records, data, and information of the district as allowed by law.

C. Neither party in any negotiations shall have control over the selection of the negotiating representatives of the other party. The parties mutually pledge that their representatives shall be clothed with all necessary power and authority to make proposals, consider proposals, and make counter proposals in the course of negotiations, as allowed by law.

D. Should a mutually acceptable amendment to this Agreement be negotiated by the parties, it shall be reduced to writing, be signed by the Board and the Association, and be made a part of this Agreement.

E. The Board agrees not to negotiate concerning said employees in the negotiating unit as previously defined in this Agreement, with any other organization other than the Association for the duration of this Agreement.

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

GRIEVANCE

A. Definition -

1. A grievance is a claim by a teacher or the Association based upon the interpretation, application or violation of this Agreement, policies or administrative decisions affecting a teacher or a group of teachers.
2. An "aggrieved party" is the person, ~~or~~ persons or the Association making the claim.
3. The "Association" refers to the Clinton Teachers Association of the Town of Clinton, Hunterdon County.
4. The "Board" refers to the Town of Clinton Board of Education.

B. Purpose -

1. 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 the application of any of the provisions of this agreement. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.

B Procedure

1. Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level should be considered as a maximum and every effort should be made to expedite the process. The time limits specified may however, be extended by mutual agreement.
2. In the event a grievance is filed at such time that it cannot be processed through all the steps in this grievance procedure by the end of the school year and, if left unsolved until the beginning of the next school year, could result in irreparable harm to a party in interest, the time limits set forth herein shall be reduced so that the grievance procedure may be exhausted prior to the end of the school year or as soon thereafter as is practicable.
3. Step one
Any individual teacher or group of teachers represented by the association have the right to discuss with their immediate superior the application of policies affecting them. The results of this meeting to be submitted in writing to the aggrieved person within three days after the meeting.
4. Step Two
In the event that the problem can not be resolved by the principal to the satisfaction of the aggrieved person(s) involved, the aggrieved person(s) involved may request in writing a meeting with the full board to be held within ten (10) days (designated school holidays, excepted) of the submitted written request. At this meeting the Board shall

discuss the grievance with the aggrieved person(s) concerned and within five (5) days (designated school holidays excluded) after this meeting the Board shall submit its decision in written form to the aggrieved person concerned.

5. Step Three -

- A In the event that the grievance has not been resolved by the Board to the satisfaction of the aggrieved person, he shall submit a request in writing, within fifteen (15) days to the Board for arbitration.
- B Within ten (10) days (designated school holidays excluded), after such written notice of submission to arbitration, the Board and the aggrieved person(s) shall attempt to agree upon a mutually acceptable arbitrator and shall obtain a commitment from said arbitrator to serve. If the parties are unable to agree upon an arbitrator or to obtain such a commitment within ten (10) days, the parties shall then be bound by the rules and procedure of the American Arbitration Association in the selection of an arbitrator.
- C The arbitrator so selected shall confer with the representatives of the Board and the aggrieved person(s) and hold hearings promptly and shall issue his recommendations 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 the final statements and proofs on the issues are submitted to him.

The arbitrator's recommendations shall be in writing and shall set forth his findings, reasonings and conclusions of the issues submitted. The arbitrator shall be without power or authority to make any recommendation which requires the commission of an act prohibited by law or which is violative of the terms of this agreement. The recommendations of the arbitrator shall be submitted to the Board and the aggrieved person(s) in writing. The Board shall have the right to accept or reject the recommendation of the arbitrator.

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

6. Miscellaneous

- A. All meetings and hearing under this procedure shall be conducted in private and shall include only such parties concerned and their designated or selected representatives, heretofore referred to in this agreement.
- B. The aggrieved person and the Education Association may be represented at all stages of the grievance procedure by themselves, or at their option, by a representative selected by the aggrieved person(s).
- C. All documents, communications and records dealing with the processing of a grievance shall be filed in a separate grievance file and shall not be kept in the personnel file of any of the participants.

PRIVILEGES AND RESPONSIBILITIES OF THE ASSOCIATION

- A. Association business may be conducted on school premises provided it does not interfere with the normal scheduled classes or assignments of a teacher.
- B. The Association and its representatives shall have the right to use school buildings at all reasonable hours for meetings. Permission of the Principal or his designee shall be required. Such permission shall not be withheld unreasonably.
- C. Posters or announcements pertaining to Association affairs shall not be posted on bulletin boards in any area accessible to the public or to the students unless such have been approved by the Principal.
- D. The Association shall have the privilege of using school facilities and equipment, pertaining to Association business, including typewriters, mimeographing machines, other duplicating equipment, calculating machines and all types of audio-visual equipment, excluding Principal's and Board's offices and equipment, when such equipment is not otherwise in use, with permission of the Principal, provided that this shall not interfere with or interrupt normal school operations. The Association shall assume the responsibility for damage or destruction of school equipment exclusive of normal use.
- E. The Association shall have, in the school building, the exclusive use of a bulletin board, the location to be designed by the Principal.

- F. The Association shall have the privilege of using the intra-school mail facilities and school mail boxes for pertinent Association business as it deems necessary. The administration is not responsible for Association mail.
- G. Each year the Principal and the Association will consider jointly sponsoring new teacher orientation programs if it be to our mutual benefit.
- H. Appropriate information pertaining to educational programs, State Department decisions and policies, and state education laws will be furnished to the Association as they become available.

SCHOOL CALENDAR

- A. The school calendar shall be established by the Board upon recommendation of the Administration after consultation with representatives of the Association.
- B. It is suggested by the Association that the optimum in-school year consist of not more than 185 days, including one day for orientation, and at most two "workshop" days.

TEACHING HOURS AND TEACHING LOADS

- A. 1-As professionals, teachers are expected to devote to their assignments the time necessary to meet their responsibilities.
- 2-Teachers are expected to be in the school building at least fifteen (15) minutes before the opening of the pupils' school day and remain at least fifteen (15) minutes after the close of the pupils' school day, except Friday and the days preceding school holidays; five minutes, or as long as the safety of the pupils is

assured. Teachers may be excused earlier to attend workshops, professional meetings, or college courses.

3-Teachers are not expected to work beyond the regular in-school day, except for normal educational activities which require such attendance. Compiling and writing reports, curriculum conferences, and similar meetings will be mutually agreed upon by the Principal and the teachers involved.

B. 1-Teachers shall have a duty-free lunch period of at least thirty (30) consecutive minutes, or not less than the lunch period time allowed pupils.

2-Teachers may leave the building without requesting permission during their scheduled duty free lunch period, provided the office is notified.

C. Classroom teachers shall, in addition to their lunch period, have preparation time during which they shall not be assigned to any other duties, of at least forty (40) minutes per day (including duty-free recess), if possible.

D. Teachers may be required to remain at the end of the regular work-day without additional compensation for the purpose of attending faculty or other professional meetings.

E. Notice of any meetings shall be given to the teachers involved at least two (2) days prior to the meeting, except in an emergency.

- F. Teacher participation in extra-curricular activities shall be voluntary time as in Schedule B. Teacher participation in field trips which extend beyond the Teachers' in-school workday shall be voluntary.
- G. The Board should employ, if possible, the necessary aides to perform specific non-teaching duties under the direction of the teacher, teachers, or administrator to whom they are assigned. Such duties include playground supervision, to insure fulfillment of minimum non-assigned time.
- H. Evaluation of Teachers.
1. All observation of the work performance of a teacher shall be conducted openly and with full knowledge of the teacher.
 2. A teacher shall be given a copy of any class visit or evaluation report at the time of the conference. Reports shall be signed by the evaluator and the teacher. The teacher shall receive a copy of such reports.
 3. Any complaints regarding a teacher made to any member of the administration by any parent, student or other person which are used in any manner in evaluating a teacher shall be promptly investigated and called to the attention of the teacher. The teacher shall be given an opportunity to respond to and/or rebut such complaint.
 4. Observations of non-tenure teachers shall be conducted at least four times a year.
 5. Observations of tenure teachers shall be conducted at least two times per year.

CLASS SIZE

- A. At the present time, studies show that educationally and financially twenty-five pupils per teacher is considered the optimum. The direction of the education program in the Town of Clinton should be set by this goal.
- B. Classes should not contain split grades unless necessary.
- C. Every class should be conducted in a regular classroom, except in cases of extreme emergency conditions.

TEACHER ASSIGNMENT

- A. Voluntary Reassignment
 - 1. Within one week after a known vacancy for the following year shall occur, the Principal shall notify the Association by posting on the bulletin board such position.
 - 2. Teachers who desire a change in grade and/or subject assignment may file a written statement of such desire with the Principal within three weeks of such posting. Such statement shall include the grade and/or subject to which the teacher desires to be assigned.

3. As soon as practicable, the Principal shall post in the school and deliver to the Association a schedule showing the names of all teachers who have been reassigned and the nature of such reassignment. In determining assignments, the Principal shall honor a request for voluntary reassignment if it coincides with the instructional system and best interests of the school system, as determined by the Principal.

B. Involuntary Reassignment

1. Involuntary reassignments shall be avoided wherever possible.
2. Notice of involuntary reassignment shall be given to teachers as soon as practicable, and except in emergencies no later than June 1.
3. An involuntary reassignment shall be made only after a meeting between the teacher involved and the Principal, at which time the teacher shall be notified of the reason therefor. In the event that a teacher objects to the reassignment at this meeting, upon the request of the teacher, the Principal shall meet with him again. The teacher may, at his option, have an Association representative present at such meeting.

PROFESSIONAL COMPENSATION

- A. The salaries of teachers covered by this agreement are set forth in Schedule A which is attached hereto and made a part of this agreement.
- B. All employees under the category TEACHER, including special fields, will be placed on grade according to their educational qualifications and years of teaching experience. Presently employed non-degree teachers with permanent certificates are to be

considered as teachers with B.S./B.A. degrees.

- C. All previous years teaching experience and up to 4 years military service, 2 years VISTA, and 2 years Peace Corps to be counted for placing teachers on guide.
- D. The Board will pay ten dollars per day per person for expenses for teachers attending the Annual N.J.E.A. Convention in Atlantic City.
- E. The Board will pay 15¢ per mile to any teacher who uses his car on a trip which the Board shall determine necessary to school business.
- F. Necessary expenses, as approved by the Principal, incurred by teachers on field trips and class trips approved by the Principal will be reimbursed by the Board.
- G. If a teacher obtains a higher degree or equivalent as specified by the salary guide, he will be placed on the proper place on the guide the following school year after attainment of such degree and notification of such attainment is received by the Principal.
- H. The Board will pay in any one year tuition cost up to a maximum of \$250.00 for teacher training courses taken by any teacher holding a permanent certificate, with prior written approval of the Principal. Payment shall be made upon receipt of transcript, except courses taken the second semester shall be reimbursed in September provided the said teacher is an employee of the Town of Clinton School District the following term. The Board suggests that each teacher take a least two courses in five years.

TOWN OF CLINTON BOARD OF EDUCATION

SALARY GUIDE FOR 1973-1974

As Revised 1/24/73

<u>Step</u>	<u>B.S./B.A. Degree</u>	<u>B.S./B.A. Degree + 30 Graduate credits</u>	<u>M.A. Degree</u>	<u>M.A. Degree + 30 Graduate credits</u>
1.	8,200	8,500	8,800	9,100
2.	8,500	8,800	9,100	9,400
3.	8,800	9,100	9,400	9,700
4.	9,400	9,700	10,000	10,300
5.	9,700	10,000	10,300	10,600
6.	10,000	10,300	10,600	10,900
7.	10,300	10,600	10,900	11,200
8.	10,600	10,900	11,200	11,500
9.	10,900	11,200	11,500	11,800
10.	11,200	11,500	11,800	12,100
11.	11,500	11,800	12,100	12,400
12.	11,800	12,100	12,400	12,700
13.	12,100	12,400	12,700	13,000
14.	12,550	12,900	13,150	13,550

Note: Presently employed non-degree teachers with Permanent Certificates to be included on the B.S./B.A. scale.

COMPENSATION FOR EXTRA-CURRICULAR ACTIVITY

(SCHEDULE B)

A. The following compensation will be made to the teacher directly in charge of each of the listed extra-curricular activities:

Intramural and Interscholastic Athletic Coaching

Football - Head coach	\$150.00	per year
Assistant coach	50.00	per year
Baseball - Coach	150.00	per year
Basketball - Boys' coach	300.00	per year
Girls' coach	100.00	per year
Cheerleading Advisor (for football & basketball games)	75.00	per year
Yearbook Advisor	75.00	per year
Safety Patrol Advisor	100.00	per year
Referee(Interscholastic Athletics)	4.00	per game

B. The Magazine Sales Advisor will receive \$25.00 to be paid from Clinton Public School Activities Fund.

INSURANCE PROTECTION

A. The Board shall provide the health-care insurance protection designated below:

1. For all personnel covered by the Agreement who remain in the employ of the Board for the full school year, the Board shall make payment of full individual or full family insurance premiums as appropriate to provide insurance coverage for the 12 months period commencing September 1st and ending August 31. The Board will pay the full premium for the employee and his dependents in the areas of: New Jersey Public and School Employees Health Benefits Plan (Blue Cross, Blue Shield, and Major Medical).

B. The Board shall provide to each employee a description of the health-care insurance coverage provided under this article as soon as available.

PERSONAL LEAVE

A. The Board will pay for substitute teachers in the following circumstances:

1. Personal sickness - per state law.

(18A-19-2 "Sick leave with full pay for minimum of ten school days in any school year".

18-13-23-8 "All days of minimum allowable sick leave not utilized in any year shall be cumulative to be used for additional sick leave in subsequent years.")

2. Serious illness in the immediate family - 3 days per year

(That is - father, mother, father-in-law, mother-in-law, child, husband, wife, or any other member of immediate household.)

3. Death in the immediate family - 5 school days.
(That is - father, mother, father-in-law, mother-in-law, brother, sister, child, husband, wife, or any other member of the immediate family.)
4. Death of other relative not listed above - 1 school day.
5. Court subpoena - number of days specified.
6. Marriage of a teacher - 2 days.
7. Personal business which cannot be handled after school hours - 2 days.
8. Time necessary for any appearance in legal proceeding connected with the teacher's employment or with the school system. In the event of a legal suit between the Board and a teacher, the teacher will receive full pay for days of court appearance only if he is found not guilty of any offense or wins the judgement against the Board.
9. Time necessary for persons called into temporary active duty of any unit of the U.S. Reserve or the State National Guard, provided such obligations cannot be fulfilled on days when school is not in session. A teacher shall be paid up to 2 weeks salary, less his military pay, once a year.
10. The Principal, with the approval of the Board, shall have the power to excuse a staff member for professional business for an absence other than sickness, without loss of pay.
11. Death in the school system - In the event of the death of an adult, presently or formerly, directly associated with the School System or of a student of the school system, a mutual decision will be reached by the CTA president and the Principal concerning the arrangements.

- B. Part-time teachers and other staff members are to be entitled to sick leave proportionate to the number of days they work per week on a basis of full time teachers. This is to be accumulative.
- C. Maternity leave: Teacher must notify the Board three months after beginning of pregnancy, and may or may not discontinue service as she or the Board see fit. Leave may extend no longer than 1½ years after birth of child. Teacher must start at beginning of school year, when returning. Intention of returning must be submitted in writing to the Board of Education by March 1 of that calendar year.
- D. Other leaves or absences without pay may be granted by the Board for good reason, such as health, education, and personal advancement. These leaves, if possible, should not be more than one school year, with adequate notice given to the Board. Intention of returning must be submitted in writing to the Board of Education by March 1 of that calendar year.
- E. There will be no "carry-over" sick leave from other districts.

FAIR DISMISSAL PRACTICES

- A. It is the belief of the Board and the Association that fair dismissal rights should be accorded all tenure teachers and that the employment status of any tenure teacher should not be altered to his detriment (increment withheld, demotion, involuntary transfer, suspension, non-renewal of contract, dismissal) except for just cause and then only with a meeting with the Principal or Board, if desired, that guarantees to protect both the teacher and the Board.

DURATION OF AGREEMENT

- A This Agreement shall be effective as of September 1, 1973 and shall continue in effect until June 30, 1974. This agreement shall not be extended orally.
- B Copies of this Agreement shall be reproduced by duplicating machine and the cost thereof shared equally by the Board and Association with thirty (30) days after the agreement is signed and presented to all teachers now employed, hereafter employed, and may be examined by persons considered for employment by the Board.
- C Whenever any notice is required to be given by either of the parties to this Agreement to the other, pursuant to the provision of this Agreement, either party shall do so in writing.

RIGHTS OF THE BOARD

- A The Board reserves to itself sole jurisdiction and authority over matters of policy and retains the right, subject only to the limitations imposed by the language of this agreement, in accordance with applicable laws and regulations (a) to direct employees of the school district, (b) to hire, promote, transfer, assign, and retain employees in positions in the school district, and for just cause, to suspend, to demote, discharge, or take other disciplinary action against employees, (c) to relieve

employees from duty because of lack of work or for other legitimate reasons, (d) to maintain the efficiency of the school district operations entrusted to them, (e) to determine the methods, means and personnel by which such operations are to be conducted and (f) to take whatever actions may be necessary to carry out the mission of the school district in situations of emergency.

- B. It is understood by all parties that the Association expressly agrees that negotiations will be conducted without the use of pressure tactics or any practice generally defined within the term "sanctions." The parties also agree, during the period of negotiations that the only publicity accorded the negotiations by the parties will consist of a joint press release or, in the event the parties are unable to agree upon wording, a joint press release stating that "No progress has been made."
- C. It is understood by all parties that under the ruling of the Courts of New Jersey and the State Commissioner of Education, the Board of Education is forbidden to waive any rights or powers granted it by law.
- D. The parties agree to follow the procedures outlined in the Agreement, and to use no other channels to resolve any question or proposal until the procedures within this Agreement are fully exhausted.

In witness whereof the said parties have signed this agreement to be signed by the said parties and the said Secretary and the said day and year first above written.

(Signed) **Elissa Kaduk**
Secretary

(Signed) **John D. Compton**
Secretary

(Signed) **Ada P. Roth**
Secretary

(Signed) **Helen W. Kiefer**
Secretary

The said parties have signed this agreement on the 11th day of February 1973 at the City of New York.