

THIS DOES NOT
DATE

CLEMENTON EDUCATION ASSOCIATION

AND

CLEMENTON BOARD OF EDUCATION

1977 - 1979 CONTRACT AGREEMENT

Teachers

Camden County

LIBRARY
Institute of Management and
Labor

OCT 18 1978

RUTGERS UNIVERSITY

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Contract 1977-1979

PREAMBLE

This Agreement entered into this 28th day of June, 1977, by and between the Board of Education of Clementon, the Borough of Clementon, New Jersey, hereinafter called the "Board" and the Clementon Education Association, hereinafter called the "Association."

ARTICLE I

RECOGNITION

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

Teachers

School Nurse

Building Principals

but excluding:

Administrative Principal

Cafeteria Staff

Grounds Employees

Maintenance Employees

Custodial Personnel

Office Personnel

Secretary to the Board

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

ARTICLE IINEGOTIATION PROCEDURE

- A. 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 teacher's employment. Such negotiations shall begin not later than October of the calendar year preceding the calendar year in which this Agreement expires. Any Agreement so negotiated shall apply to all teachers, to be reduced to writing, be signed by the Board and The Association, and be adopted by the Board.
- B. During negotiation, the Board and the Association shall present relevant data, exchange points of view and make proposals and counterproposals.
- C. Neither party in any negotiations shall have any 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 counterproposals in the course of negotiations. A formal resolution will be drawn at a full meeting of the Board at the conclusion of the negotiating sessions as the legal acceptance and implementation of the agreement reached by the negotiating representatives. Signatures will be affixed at this time.
- D. 1. All meetings between the parties shall take place when the teachers involved are free from assigned instructional responsibilities, at a time and place convenient to board members, unless otherwise agreed.
2. Should an amendment to this Agreement be negotiated by the parties, it shall be reduced to writing, after tentative agreement by negotiating parties, adopted by the Board, and then signatures of the legal representatives of the Board and the Association be Affixed.
- E. The Board agrees not to negotiate concerning said employees in the negotiating unit as defined in Article I of this Agreement, with any organization other than the Association for the duration of this Agreement, as provided by Chapter 123, Public Laws of 1975.

ARTICLE III

3.1

GRIEVANCE PROCEDUREA. Definition

A grievance is a claim based upon an event or condition which affects the terms and conditions of employment of a teacher or group of teachers and or the interpretation, meaning or application of any of the provisions of the agreement. A grievance to be considered under this procedure must be initiated by the teacher or group of teachers, within thirty calendar days from the time when the teacher or group of teachers knew of its occurrence.

The term "grievance" shall not apply to (a) any matter for which a method of review is prescribed by law or (b) any rule or regulation of the State Commissioner of Education or (c) any by-law of the Board of Education or (d) any matter which according to law is either beyond the scope of Board authority or limited to unilateral action by the Board alone or (e) a complaint of a non-tenure teacher which arises by reason of his not being re-employed or (f) a complaint by any certificated personnel occasioned by appointment to or lack of appointment to, retention in or lack of retention if any position for which tenure is either not possible or not required.

B. Procedure

1. Any employee who has a grievance shall discuss it first with his building principal in an attempt to resolve the matter informally at that level.

2. If as a result of the discussion, the matter is not resolved to the satisfaction of the employee within five (5) school days, he shall set forth his grievance in writing to the principal specifying:

- (a) The nature of the grievance
- (b) The nature and extent of the injury, loss, or inconvenience
- (c) The results of previous discussions
- (d) His dissatisfaction with decisions previously rendered

The Building Principal shall communicate his decision to the employee in writing within three (3) school days of receipt of the written grievance.

3. The employee may appeal the Principal's decision to the Administrative Principal. The appeal must be made in writing reciting the matter submitted to the Building Principal as specified above and his or her dissatisfaction with the decisions previously rendered. The Administrative Principal shall attempt to resolve the matter as quickly as possible but within a period not to exceed ten (10) school days. The Administrative Principal shall communicate his decision in writing to the employee and the Building Principal.

4. If the grievance is not resolved to the employee's satisfaction, he may request a review by the Board of Education. The request shall be submitted in writing through the Administrative Principal who shall attach all related papers and forward the request to the Board. The Board, or a committee thereof, shall review the grievance, shall hold a hearing with the employee and render a decision in writing within thirty (30) calendar days of receipt of the grievance by the

ARTICLE III

3.2

GRIEVANCE PROCEDURE

Board or of the date of the hearing with the employee, whichever comes later.

5. If the decision of the Board does not resolve the grievance to the satisfaction of the employee, and the employee wishes review of said decision, the said employee shall notify the Board accordingly through the Administrative Principal within ten (10) days of the receipt of the Board's decision. The Board shall render a decision within five (5) days of the next succeeding regular scheduled Board meeting.

6. The Association as bargaining agent for the aggrieved party shall have the right to appeal the decision of the Board within thirty (30) days of the date of the decision of the Board. At such time, the Association shall notify the Board of Education of the Borough of Clementon, by serving upon the Administrative Principal a notice of its intent to seek arbitration of the dispute and, shall at that time notify the Administrative Principal of the arbitrator selected by it to sit on the panel of arbitrators. The Board of Education shall, within thirty (30) days of the service of said notice, notify the Association of its selection as arbitrator and the two (2) arbitrators so appointed shall thereupon meet and between them select a third arbitrator from the list of panelists to be obtained from the American Arbitration Association.

7. All costs and expenses of the arbitration hearing incidental to the services of the American Arbitration Association shall be borne by the moving party.

8. The two (2) arbitrators appointed, one by the Association, one by the Board, shall, make their selection of arbitrators within fifteen (15) days of the date a list of arbitrators is submitted by the American Arbitration Association to the two (2) arbitrators so appointed.

9. All proceedings under this appeal process herein described shall be in accordance with the rules, regulations, and practices of the American Arbitration Association and the decision of the three (3) arbitrators appointed as herein provided shall be binding upon all parties to the dispute.

10. The award of the arbitrators shall be in writing and shall be submitted to the Board of Education of the Borough of Clementon and the Clementon Education Association in writing within fifteen (15) days after the decision of the arbitrators has been reached. Notice to the Board shall be given to the Administrative Principal of the school system of Clementon. Notice to the Clementon Education Association shall be given by forwarding a copy of the opinion of the arbitrators, by delivering, by ordinary mail, a copy of the opinion of the arbitrators to the then president of the Clementon Education Association.

ARTICLE III

3.3

GRIEVANCE PROCEDURE

C. Rights of Teachers to Representation

1. Any aggrieved person may be represented at all stages of the grievance procedure by himself, or, at his option, by representatives of his choosing.

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

D. Miscellaneous

1. 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.

2. All meetings and hearings under this procedure shall not be conducted in public and shall include only such parties in interest and their designated or selected representatives, unless otherwise provided by law.

ARTICLE IVTEACHER RIGHTS

- A. Pursuant to Chapter 123, Public Laws 1975, the Board hereby agrees that every employee of the Board shall have the right freely to organize, join and support the Association and its affiliates for the purpose of engaging in collective negotiations for the mutual aid and protection of the Association. As a duly elected body, the Board undertakes and agrees that it shall not directly or indirectly discourage or deprive or coerce any teacher in the employment of any rights conferred by Chapter 123, Public Laws 1975 or other laws of New Jersey or the Constitutions of New Jersey and the United States; that it shall not discriminate against any teacher with respect to hours, wages, or any terms or conditions of employment by reason of this membership in the Association and its affiliates, collective negotiations with the Board, or his institution of any grievance, complaint or proceeding under this Agreement or otherwise with respect to any terms or conditions of employment.
- B. Nothing contained herein shall be construed to deny or restrict to any teacher such rights as he may have under New Jersey School Law or other applicable laws and regulations. The rights granted to teachers hereunder shall be deemed to be in addition to those provided elsewhere.
- C. No teacher shall be disciplined, reprimanded, reduced in rank or compensation or deprived of any professional advantage without just cause. Any such action asserted by the Board, or any agent or representative thereof, shall be subject to the grievance procedure.
- D. No teacher shall be prevented from wearing pins or other identification of membership in the Association or its affiliates.

ARTICLE VASSOCIATION RIGHTS AND PRIVILEGES

- A. Whenever any representative of the Association or any teacher is mutually scheduled by the parties to participate during working hours in negotiations, grievance proceedings, conferences, or meetings, he shall suffer no loss in pay. Whenever possible such proceedings will not be scheduled during the teaching day.
- B. Representatives of the Association, the New Jersey Education Association, and the National Education Association shall be permitted to transact official Association business on school property at all reasonable times, provided that this shall not interfere with or interrupt normal school operations.
- C. The Association and its representatives shall have the Administrative privilege to use school buildings at all reasonable hours for meetings. The Principal of the building in question shall be notified in advance of the time and place of all such meetings. No approval shall be required if there is no conflict in schedules.
- D. The Association shall have the privilege to use school facilities and equipment, including typewriters, mimeographing machines, other duplicating equipment, calculating machines, and all types of audio-visual equipment at reasonable times, when such equipment is not otherwise in use. The Association shall pay for the reasonable cost of all materials and supplies incident to such use. The Association shall also pay for any damages, incurred to the equipment as a result of Association use.
- E. The Association shall have the privilege to purchase expendable office supplies and other materials from the Board at the price paid by the Board.
- F. The Association shall have, in each school building, the exclusive use of a bulletin board in each faculty lounge and teachers' dining room. The Association shall also be assigned adequate space on the bulletin board in the central office for Association notices. The location of Association bulletin board in each of said rooms shall be designated by mutual agreement. Copies of all materials to be posted on such bulletin boards shall be given to the Administrative Principal, but no approval shall be required.

ARTICLE VI

TEACHER WORK YEAR

In-School Work Year

A. Ten (10) Month Personnel

The in-school work year for teachers employed on a ten month basis (other than new personnel who may be required to attend an additional One (1) day of orientation) shall not exceed one hundred and eighty (180) class teaching days per grade in addition to teaching days two (2) Inservice Days. In the event that additional days are required due to Legislature or Administrative rules and regulations a period of up to two (2) additional days will be added to the In-School Work Year.

B. Definition of In-School Work Year

The In-School Work Year shall include days when pupils are in attendance, orientation days, in-service days, and any other days on which teacher attendance is required.

C. Inclement Weather

Teacher attendance shall not be required whenever student attendance is not required in inclement weather.

D. School Calendar

Each school year prior to the adoption of the insuing Year's Calendar, the Board will make available to the Association, the proposed school calendar for the purpose of receiving the Association's recommendation concerning said calendar.

ARTICLE VII

TEACHING HOURS AND TEACHING LOAD

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

B. Extra Pay for Extra Service

No teacher shall be required to teach both sessions of a split session system unless they voluntarily agree. And in that event said teacher shall be paid at the normal substitute rate.

C. Preparation Time

Each classroom teacher shall, in addition to his/her lunch period have weekly preparation time of 100 minutes. This time will not be consecutive time and will not be on a daily basis but will cumulatively add up to 100 minutes per week in accordance with the relief schedule for art and music instruction presently in existence.

ARTICLE VIII

8.1

SALARIES

(Application of Schedule A)

A.. The salary guide shall apply to the following groups of employees:

1. Teachers 2. Building Principals 3. Nurse

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

- C. 1. Teachers employed on a twelve (12) month basis shall be paid in twenty-four (24) semi-monthly installments.
2. Teachers employed on a ten (10) month basis shall be paid in twenty (20) equal semi-monthly installments with pay days being the 15th and 30th days of each month.
3. Teachers may individually elect to have ten (10%) percent of their monthly salary deducted from their pay. These funds shall be paid to the teacher on the final pay day in June.
4. When a pay day falls on or during a school holiday, vacation, or weekend, teachers shall receive their pay checks on the last previous working day.
5. Teachers shall receive final checks on the last working day in June.

D. Conditions Relating to the Guide:

1. Teachers being employed by the Board shall be allowed a maximum of four (4) years prior teaching service in a public school during their first year of teaching in the Clementon School District. An adjustment increment shall be allowed equal to the normal increment until the teacher with prior teaching service credit has attained his place on guide in subsequent years of service.

2. Every teacher, who after July 1, 1940, has served hereafter shall serve in the military or naval service of the United States or of this State, including active service in the Woman's Army Corps, the Woman's Reserve or Naval Reserve, or any similiar organization authorized by the United States to serve with the Army or Navy, in the time of war or an emergency or for or during any period of training, or pursuant to or in connection with the operation of any system of selective service, shall be entitled to any employment or adjustment increment to which he would have been entitled if he had been employed from the same period of time in some publicly owned and operated college, school, or institution of learning in this or any other State or territory in the United States, except that the period of such service shall not be credited toward more than four (4) employment or adjustment increments. Teachers being employed by the Board who had military service prior to teaching in the Clementon District shall be allowed up to one-half ($\frac{1}{2}$) of their service time at the

ARTICLE VIII

8.2

SALARIES

initial time of employment in the district. They shall be given an adjustment increment along with their regular increment until they have achieved their normal place on guide in subsequent teaching years in the district. Maximum military service credit will be up to and including four (4) years.

3. Teachers who are under contract and are teaching in the Clementon District and leave to go into the military service as a result of the Selective Service Act or leave for the Peace Corps, VISTA, National Teachers Corps, or a Fulbright Scholarship shall be allowed up to four (4) years credit on the salary guide for military service and up to two (2) years credit on the guide for the previously non-military teaching experience.

- E. In recognition of the value of experienced teachers and loyal service to the district, the Board shall grant service increment over and above their regular place on the salary schedule. This service does not have to be continuous. These increments are to be three hundred dollars (\$300.00) and are to be granted upon completion of every tenth (10th) year in the district.
- F. Certified teachers doing home tutoring or bedside instruction shall be paid at the rate of seven dollars and fifty cents (\$7.50) per hour.
- G. Upon earning an advanced degree, a teacher shall be paid according to the salary guide so adopted in Schedule A. Additional pay for professional growth credits on B.A. and Masters Levels shall be granted for every fifteen (15) credits above an earned degree in accordance with the salary guide so adopted in "Schedule A". Courses taken are to be approved by the Board to be considered for increased compensation. Satisfactory completion and evidence of course or courses taken must be presented to the Board. Teachers are to notify the Board no later than November so that the Board can budget for following years when the teacher anticipates moving to a new level.
- H. Teaching principals shall be placed at the proper place for a teacher with his experience and education. In addition to this, each principal shall receive two hundred dollars (\$200.00) in addition to his regular salary for the Watsonsown School, and four hundred dollars (\$400.00) in addition to his regular salary for the W.T. Gibbs School.
- I. Each teacher shall be placed on his proper step of the salary scale beginning with the year of adoption of the scale and in accordance to Schedule A.

ARTICLE IX

9.1

TEACHER ASSIGNMENT

A. Notification

1. Date for Presently Employed Teachers

All teachers, shall be given written notice of their salary schedules, class and/or subject assignments, building assignments and room assignments for the forthcoming year not later than April 30th. A list of said schedules and assignments shall be simultaneously sent to the Association, except in the case of emergency.

2. New Teachers

The Administrative Principal shall assign all newly-appointed personnel to their specific positions within that subject area and/or grade level for which the Board has appointed them. The Administrative Principal shall give notice of assignments to new teachers as soon as practicable, and except in cases of emergency, not later than June 30th.

3. Revisions

In the event that changes in such schedules, class and/or subject assignments, building assignments, or room assignments are proposed after June 30th, the Association and any teacher affected shall be notified promptly in writing.

ARTICLE X

VOLUNTARY TRANSFERS AND REASSIGNMENTS

A. Notification of Vacancies

1. Date

The Administrative Principal shall deliver to the Association and post in all school buildings a list of the known vacancies as they occur.

2. Filing Requests

Teachers who desire a change in grade and/or subject assignment or who desire to transfer to another building may file a written statement of such desire with the Administrative Principal to which the teacher desires to be assigned and the school or schools to which he desires to be transferred, in order of preference. Such requests for transfers and reassignments for the following year shall be kept on file by the Administrative Principal.

3. Posting

As soon as practicable, and within a reasonable length of time after notification of vacancy, the Administrative principal shall post in each school and deliver to the Association a district schedule showing the names of all teachers who have been reassigned or transferred and the nature of such reassignment or transfer.

B. Criteria for Assignment

In the determination of requests for voluntary reassignment and/or transfer, the wishes of the individual teacher shall be honored to the extent that the transfer does not conflict with the instructional requirements and best interests of the school system.

ARTICLE XI

ASSOCIATION - ADMINISTRATION LIASON

The Association shall select a Liason Committee for each building which shall meet with the Administrative Principal at least once a month during the school day for the duration of the school year to review and discuss local school problems and practices, to play an active role in the revision or development of building policies. Said committee shall consist of the building representatives and the alternates for that building and any such association officers so designated by that building representative.

ARTICLE XII

SICK LEAVE

- A. As of September 1, 1977, all teachers employed shall be entitled to ten (10) sick days each school year whether or not they report for duty on that day. Unused sick leave days shall be accumulated from year to year with no maximum limit.
- B. Teachers shall receive a written accounting of all accumulated sick leave days no later than September 30th of each school year.

ARTICLE XIII

TEMPORARY LEAVES OF ABSENCE

- A. As of the beginning of the 1977 school year, teachers shall be entitled to the following temporary nonaccumulative leaves of absence with full pay each school year:
1. Two (2) days leave of absence for personal, legal, business, household or family matters which require absence during school hours. Application to the Administrative Principal for personal leave shall be made at least one (1) day before taking such leave (except in the case of emergencies) and the applicant for such leave shall not be required to state the reason for taking such leave other than he is taking it under this Section.
 2. Up to three (3) days in a school year in the event of death or serious illness of a Teacher's spouse, child, son-in-law, parent, father-in-law, mother-in-law, brother-in-law, brother, sister, sister-in-law, and any other member of the immediate household.
 3. Other leaves of absence with pay may be granted by the Board for good reason.
- B. Leaves taken pursuant to Section A above shall be in addition to any sick leave to which the teacher is entitled.
- C. Personal days not taken under Section A of this Article shall be accumulated annual sick leave.
- D. School Visitation
- One (1) day for the purpose of visiting other schools or attending meetings or conferences of an educational nature.

ARTICLE XIV

14.1

MATERNITY LEAVE

- A. A teacher shall notify the Administrative Principal of her pregnancy within sixty (60) days after it is medically confirmed. The Administrative Principal and the tenure teacher shall agree upon an appropriate date for the commencement of the maternity leave. The Administrative Principal will then make his recommendation to the Board of Education who shall approve said leave of absence for tenure teachers not to exceed one (1) full year from the commencement of the maternity leave.

A pregnant teacher will not be relieved of her teaching duties solely on the fact that she is pregnant. She may remain in her position as long as her doctor certifies she is able to continue teaching.

The teacher shall be allowed to continue normal teaching activity as long as she is physically able to do so. If the Board believes that her teaching performance has noticeably declined because of her physical condition or capacity, the Board may remove the teacher from her duties if:

- a. the teacher cannot produce a certification from her physician stating she is medically able to continue teaching, or
- b. the Board's Chief Medical Officer and the Teacher's Physician agree that she cannot continue teaching, or if
- c. following a difference of medical opinion between the Board's Chief Medical Officer and the Teacher's Physician the Board may request expert consultation in which case the two (2) physicians shall agree in good faith on a third impartial physician who shall examine the teacher and whose medical opinion shall be conclusive and binding on the issue of medical capacity to continue teaching.

A tenure teacher requesting a maternity leave without pay must specify the date she intends to return so that proper notification can be given to the replacement teacher.

- B. In the case of non-tenure teachers the Board will not be required to extend the leave of absence beyond the end of the contract year in which the leave is begun.
- C. In the case of termination of pregnancy for any reason other than normal birth, the teacher shall notify the Board of such circumstances and the Board shall honor a request to return earlier than the date originally established upon receipt of medical certification by the teacher's physician of physical fitness to teach.

D. Benefits

All benefits to which a teacher was entitled at the time the leave of absence commenced, including unused accumulated sick leave shall be assigned to the same position which was held at the time said leave commenced, if available, or if not, to a

ARTICLE XIV

14.2

MATERNITY LEAVE

substantially equivalent position.

E. Salary

Upon returning from the leave the teacher shall be placed on the next step on the salary scale, provided the teacher has worked five (5) months during that contract year.

F. Extensions and Renewals

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

G. Good Cause

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

ARTICLE XVPROFESSIONAL DEVELOPMENT AND EDUCATIONAL IMPROVEMENT

- A. In our rapidly changing society teachers must constantly review curricular content, teaching methods and materials, educational philosophy and goals, social change and other topics related to education. The Board recognizes that it shares with its professional staff responsibility for the upgrading and updating of teacher performance and attitudes. The Board and the Association support the principal of continuing training of teachers and the improvement of the instruction, whenever required by and approved by the Board.
- B. To work toward the ends stated above, the Board agrees to implement the following at the beginning of the 1977 - 1978 school year:
1. To pay the full cost of tuition and other reasonable expenses incurred in connection with any courses, workshops, seminars, conferences, in-service training sessions, or other such sessions which a teacher is required and/or requested by the administration and County Superintendent to take. Said teacher shall be compensated for all time spent in actual attendance at said session beyond his regular working day at Eight dollars (\$8.00) per hour.
 2. To cooperate with the Association in arranging in-service courses, workshops, conferences, and programs both county and local.
- C. The Board will reimburse certified staff members at the conclusion of college courses for Three Hundred dollars (\$300.00) of tuition and books.
1. Certificated staff members must apply in writing to the Administrative Principal on a form provided by the Board prior to registering for the course and receive written approval before taking the course. Anticipated expenses to be included in the application.
 2. The purpose of the course shall be advanced training and courses for minimum certification will not be approved. Courses relative to elementary education and specialty areas within elementary education or job assignments will be the basis for approval.
 3. A college course must be completed and an official transcript setting forth a passing grade be filed with the Board Secretary before reimbursement will be allowed.
 4. Participation under this Article is voluntary and up to the discretion of the certificated staff member and Participants

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will not be paid for time spent in attendance at courses since it is not compulsory on the part of the Board or Administration as set forth in Section B above.

5. Certificated staff members must be under contract and returning for employment after September 1 of the new school year before reimbursement of summer school courses can be made.

ARTICLE XVIPROTECTION OF TEACHERS, STUDENTS, AND PROPERTY

- A. A teacher may use reasonable force as is necessary to protect himself from attack, to protect another person or property, to quell a disturbance threatening physical injury to others, or to obtain possession of weapons or other dangerous objects upon the person or within control of a pupil.
- B. Whenever any action is brought against a teacher before the Board or before the Commissioner of Education of the State of New Jersey which may affect his employment or salary status, the Board shall reimburse him for the cost of his defense if the action is dismissed or results in a final decision in favor of the teacher, pursuant to the Article.
- C. 1. The Board shall give full support including legal and other assistance for any assault upon the teacher while acting in the discharge of his duties.
2. When absence arises out of or from such assault or injury, the teacher shall not forfeit any sick leave or personal leave.
3. Benefits derived under this or subsequent Agreements shall continue beyond the period of any Workmen's Compensation until the complete recovery of any teacher when absence arises out of or from assault or injury.
- D. 1. Teachers shall immediately report cases of assault suffered by them in connection with their employment to the Administrative Principal.
2. Such notification shall be immediately forwarded to the Administrative Principal who shall comply with any reasonable request from the teacher for information in the possession of the Administrative Principal relating to the incident or the persons involved, and shall act in appropriate ways as liaison between the teacher, the police, and the courts.
- E. If criminal or civil proceedings are brought against a teacher assigning that he committed an assault in connection with his employment, such teacher may request the Board to furnish legal counsel to defend him in such proceeding. If the Board does not provide such counsel and the teacher prevails in the proceedings, then the Board shall reimburse the teacher for counsel fees incurred by him in his own defense.
- F. The Board shall reimburse a teacher for the cost of medical, surgical or hospital services (less the amount of any insurance reimbursement) incurred as the result of any injury sustained in the course of his employment.

ARTICLE XVII

17.1

INSURANCE PROTECTION

- A. As of the beginning of the 1977-78 and the 1978-79 school year, the Board shall provide the health-care insurance protection designated below. The Board shall pay the full premium for each teacher and in cases where appropriate, for family plan insurance coverage.
1. For each teacher who remains in the employ of the Board for the full school year, the Board shall make payment of the insurance premiums to provide insurance coverage for the full twelve (12) month period commencing September 1st and ending August 31st; when necessary, premiums in behalf of the teacher shall be made retroactively or prospectively to assure uninterrupted participation and coverage;
 2. Provisions of the health-care insurance program shall be detailed in master policies and contracts agreed upon by the Board and shall include:

Full BlueCross/Blue Shield/Rider J/Extended Coverage, Major Medical for the Individual and up to and including family coverage where appropriate.
 3. Carrier shall be New Jersey Public and School Employees Health Benefits Plan.
- B. The Board shall provide for the continuance of health-care insurance after retirement on the terms detailed in the master policies and contracts agreed upon by the Board and Association. Retirement to take place after the age of sixty-two (62) with twenty-five (25) years service in the district or earlier at the discretion of the Board for employee.
- C. The Board shall provide to each teacher a description of the health-care insurance coverage provided under this ARTICLE, no later than the beginning of the 1978-78 and the 1978-79 school year, with whatever the carrier shall provide.
- D. The Board shall provide Washington National Insurance Plan I Class I for those teachers who elect to be insured under this policy instead of New Jersey State Health Benefits Program.
- E. The Board shall, during the second year of this agreement (commencing 1978-79 school year), provide the New Jersey Dental Service Individual Plan for all teachers.

ARTICLE XVIII

18.1

SUBSTITUTE PERSONNEL

A. Substitutes

1. Certification - Positions which are vacant because teachers are temporarily absent, shall be filled by teachers who hold a Standard Certificate issued by the New Jersey Board of Examiners, if such a person is available.
2. List - The Board agrees at all times to maintain an adequate list of substitute teachers who shall be provided with appropriate orientation training by the Administration to help them instruct the classes they cover.
3. Coverage - The Board shall provide substitutes for all personnel in all departments, including special teachers and nurses.

ARTICLE XIX

MISCELLANEOUS PROVISIONS

- A. This Agreement constitutes Board Policy for the term of said Agreement, and the Board shall carry out the commitments contained herein and give them full force and effect as Board Policy.
- B. If any provision of the 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.
- C. Any individual contract between the Board and an individual teacher, heretofore or hereafter executed, shall be subject to and consistent with the terms and conditions of this Agreement. If an individual contract contains any language inconsistent with this Agreement, this agreement during its duration, shall be controlling.
- ~~D. Any individual contract between the Board and an individual teacher, heretofore or hereafter executed, shall be subject to and consistent with their terms and conditions of this Agreement. If an individual contract contains any language inconsistent with this Agreement, this Agreement during its duration, shall be controlling.~~
- ~~E. Copies of this Agreement shall be reproduced at the expense of the Association and the Board within thirty (30) days after the Agreement is signed and presented to all teachers new employed, hereafter employed, or considered for employment by the Board. The Board shall furnish the supplies and the Association shall provide the labor.~~
- ~~F. 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 mail or a personally delivered letter at the following addresses:~~
1. If by the Association, to the Board at:
W.T. Gibbs School
White Horse Avenue
Clementon, New Jersey 08021
 2. If by the Board, to the Association at:
W.T. Gibbs School
White Horse Avenue
Clementon, New Jersey 08021

ARTICLE XX

DURATION OF AGREEMENT

This Agreement shall be effective as of July 1, 1977 and shall continue in effect until June 30, 1979. This Agreement shall not be extended orally and it is expressly understood that it shall expire on the date indicated.

In witness whereof the Association has caused this Agreement to be signed by its president and secretary and the Board has caused this Agreement to be signed by its president, attested by its secretary and its corporate seal to be placed hereon all on the 28th day of June, 1977.

CLEMENTON EDUCATION ASSOCIATION

BOROUGH OF CLEMENTON
BOARD OF EDUCATION

By Joanne Teraskewicz
President

By James Daley
President

By Alice C. Mascoli
Secretary

By Salvatore L. Harris
Secretary

CERTIFIED SALARY SCHEDULE

	<u>BA</u>	<u>BA+15</u>	<u>BA+30</u>	<u>MA</u>	<u>MA+15</u>
1	9900	10,100	10,500	10,900	11,100
2	10,200	10,400	10,800	11,200	11,400
3	10,500	10,700	11,100	11,500	11,700
4	10,800	11,000	11,400	11,800	12,000
5	11,100	11,300	11,700	12,100	12,300
6	11,400	11,600	12,000	12,400	12,600
7	11,700	11,900	12,300	12,700	12,900
8	12,000	12,200	12,600	13,000	13,200
9	12,300	12,500	12,900	13,300	13,500
10	12,600	12,800	13,200	13,600	13,800
11	12,900	13,100	13,500	13,900	14,100
12	13,300	13,500	13,900	14,300	14,500
13	13,700	13,900	14,300	14,700	14,900
14	14,400	14,600	15,000	15,400	15,600
15	15,000	15,200	15,600	16,000	16,200
*TOP	15,100	15,300	15,700	16,100	16,300

*TOP - more than one year on Step 15.

NOTE: THIS GUIDE DOES NOT INCLUDE ADDITIONAL \$300.00 SERVICE INCREMENT...
SEE ARTICLE VIII, SECTION E.

CERTIFIED SALARY SCHEDULE

	<u>BA</u>	<u>BA+15</u>	<u>BA+30</u>	<u>MA</u>	<u>MA+15</u>
1	10,500	10,700	11,100	11,500	11,700
2	10,800	11,000	11,400	11,800	12,000
3	11,100	11,300	11,700	12,100	12,300
4	11,400	11,600	12,000	12,400	12,600
5	11,700	11,900	12,300	12,700	12,900
6	12,000	12,200	12,600	13,000	13,200
7	12,300	12,500	12,900	13,300	13,500
8	12,600	12,800	13,700	13,600	13,800
9	12,900	13,100	13,500	13,900	14,100
10	13,200	13,400	13,800	14,200	14,400
11	13,500	13,700	14,100	14,500	14,700
12	13,900	14,100	14,500	14,900	15,100
13	14,300	14,500	14,900	15,300	15,500
14	15,000	15,200	15,600	16,000	16,200
15	15,600	15,800	16,200	16,600	16,800
*TOP	16,000	16,200	16,600	17,000	17,200

*TOP - more than year on Step 15.

NOTE: THIS GUIDE DOES NOT INCLUDE ADDITIONAL \$300.00 SERVICE INCREMENT...
SEE ARTICLE VIII, SECTION E.