

AGREEMENT  
BETWEEN  
THE CLIFTON BOARD  
OF  
EDUCATION  
AND  
THE CLIFTON  
TEACHERS'  
ASSOCIATION

1992-1996

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FOR  
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CLIFTON BOARD OF EDUCATION AND  
CLIFTON TEACHERS' ASSOCIATION

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AGREEMENT BETWEEN  
THE CLIFTON BOARD OF EDUCATION  
AND  
THE CLIFTON TEACHERS' ASSOCIATION

ACKNOWLEDGMENT

This agreement between the Clifton Board of Education, hereafter called the Board, and the Clifton Teachers' Association, hereafter called the Association, shall be effective until June 30, 1996.

It is hereby agreed as follows:

PREAMBLE

Recognizing that providing a high quality education for the children of Clifton is the paramount aim of this School District and that good morale in the teaching staff is necessary for the education of the children, we do hereby declare that:

The Board and the Association agree that academic freedom is essential to the fulfillment of the purposes of the Clifton School District; and they acknowledge the fundamental need to protect teachers from any censorship or restraint which might interfere with the performance of their teaching functions. Teachers covered by this Agreement shall have all the rights as guaranteed by the constitutions of the United States and the State of New Jersey, including the statutes relating thereto and those rights further protected by the tenure laws of the State of New Jersey.

The Board of Education, under law, has the final responsibility of establishing policies for the District. The Superintendent and staff have the responsibility of carrying out the policies established. The professionally certified teaching personnel have the ultimate responsibility of providing the best possible education in the classroom.

RECOGNITION

The Board hereby recognizes the Clifton Teachers' Association as the sole and exclusive representative for collective negotiations concerning the terms and conditions of employment for all certified teachers, under contract or on leave employed by the Board. This includes, but is not limited to nurses, guidance counselors, certified child study team members, special services teachers, basic skills teachers, compensatory education teachers but excludes the Superintendent, Assistant Superintendent, supervisory personnel, administrative interns, vice-principals, principals, substitute teachers, and part-time employees paid on an hourly basis or paid on a per case basis. Recognition is granted to the aforementioned, to the exclusion of all others.

ARTICLE I  
Association Rights & Privileges

The Board agrees to make available for duplication, to the Association in response to reasonable request, all information that shall assist the Association in developing intelligent, accurate, informed and constructive programs on behalf of the teachers and any information which may be necessary for the Association to process any grievance, complaint, or information needed for negotiations. The Board shall submit only that information that is under the realm of public information. The procedure for obtaining this information shall consist of written requests submitted to the Board Secretary by the Association President and/or the Chairman of the Association's Negotiating Committee, or the designee of either.

- B. 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/she shall suffer no loss in pay.
- C. Representatives of the Association, the New Jersey Education Association, and the National Education Association shall have the right to enter the schools to meet with teachers during their lunch periods or before or after school hours (see hours set forth here and after) to carry out appropriate Association business. Representatives who enter the schools shall notify the principal or designee of their presence prior to meeting any teacher or group of teachers.

The Association and its representatives shall have the right to use the school buildings at all reasonable hours for meetings so long as the same does not interfere with or interrupt normal school activities and subject to notification to the Superintendent at least three (3) school days in advance. For emergency meetings, twelve (12) hours notice shall be sufficient. Permission shall be received from the Superintendent or designee.

- E. The Association shall have the right to use school equipment at reasonable times when such equipment is otherwise not in use. Permission for the use of school equipment shall be acquired in advance from the school principal or designee. All equipment thus obtained must be used exclusively within the same building for which said equipment is part of the school inventory.
- F. The Association shall have, in each school building, the exclusive use of a bulletin board in each faculty lounge and teachers' dining room.

Copies of all materials posted on such bulletin boards shall be approved and marked by the Association's Executive Board or its designee so long as the same does not violate local, State, or Federal law, said materials to be made available to the respective principals.

- G. The Association shall have the right to use the interschool mail facilities as it deems necessary. It is understood, however, that school mail has priority at all times.
- H. Updates of the Board's Policy Manual and all general administrative notices will be sent to the Association in a timely fashion.
- I. Association delegates and executive officers are permitted to leave their respective buildings at student dismissal time for attendance at regularly scheduled Association meetings. The Association will supply to the appropriate principal or department head a list of employees covered by this section and the date of the scheduled meetings for the forthcoming year no later than October 30. The Association reserves the right to change or alter said list of employees.
- J. The Board shall furnish upon request, the following materials to the President of the Association:
  - 1. The annual audit report when received and accepted by the Board.
  - 2. One copy of the minutes and of the Superintendent's report of each regular and special meeting of the Board, after adoption by the Board.
  - 3. One copy of the agenda for each regular and special meeting of the Board in advance of the meeting.
  - 4. One copy of the final budget for the coming school year, as adopted by the Board of Education.

**ARTICLE II**  
**Automatic Deductions**  
**from Payroll Checks**

All teachers covered by this agreement shall have the right to request automatic deductions from their salary checks so long as:

- A. The Board shall incur no administrative costs whatsoever in connections with said deductions, and,
- B. It is within the capability of the payroll process to make these deductions, and,
- C. It is otherwise legal for the Board to make said deductions.

All programs for which deductions are to be made must be approved by the C.T.A. and at least three months notice must be given to the business office prior to the introduction of any new program.

**ARTICLE III  
Representation Fee**

**Purpose of Fee**

If an employee does not become a member of the Association during any membership year (i.e., from September 1 to the following August 31) which is covered in whole or in part by this Agreement, said employee will be required to pay a representation fee to the Association for that membership year. The purpose of this fee will be to offset the employee's per capita cost of services rendered by the Association as majority representatives.

**B. Notification and Amount of Fee**

Prior to the beginning of each membership year, the Association will notify the Board in writing of the amount of the regular membership dues, initiation fees and assessments charged by the Association to its own members for that membership year. The representation fee to be paid by non-members shall be equal to 74.4% of that amount.

**C. Payroll Deduction Schedule**

The Board will deduct the representation fee in equal installments, as nearly as possible, from the paychecks paid to each employee on the aforesaid list during the remainder of the membership year in question. The deductions will begin with the first paycheck paid:

1. 10 days after receipt of the aforesaid list by the Board; or
2. 30 days after the employee begins his or her employment in a bargaining unit position, unless the employee previously served in a bargaining unit position and continued in the employ of the Board in a non-bargaining unit position or was on layoff, in which event the deductions will begin with the first paycheck, paid 10 days after the resumption of the employee's employment in a bargaining unit position, whichever is later.

**ARTICLE IV  
Grievance Procedure**

A grievance is a claim by an employee, a group of employees, or by the Association, that she, he, or it has been harmed (or they have been injured) by an interpretation, application or violation of this agreement or policies of the Board or by its administrative decisions which affect terms and conditions of employment. Any and all grievances must be filed at the proper initiating level within 20 days of the incident, occurrence or happening of the event or circumstance(s) giving rise to the alleged injury or harm. The term "day" when used in this article shall mean "work day" (day when the Central Office is open); weekends and vacation days occurring during the school year are excluded.



LEVEL I

- A. Any employee who has a grievance shall discuss it first with his/her principal (or his/her line supervisor) in an attempt to resolve the matter at that level.
- B. If, as a result of the discussion, the matter is not resolved, the employee shall file and set forth his, her, or its grievance in writing with supporting reasons with his or her principal or line supervisor. The principal/supervisor shall communicate his/her decision to the employee in writing with supporting reasons within six (6) work days.

LEVEL II

- A. 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 six (6) work days after presentation of the grievance, he or she may file the grievance in writing with the Chairman of the Association's Grievance Committee.
- B. If the Grievance Committee determines that the grievance is meritorious, it will submit it to the Superintendent of Schools within ten (10) work days of receipt of the response at Level I or the expiration of the time limit for such response, whichever is sooner.
- C. The grievance may be submitted orally to the Superintendent of Schools or his/her designee at a meeting which must take place within 10 work days following the receipt of a written request of the Grievance Chairperson. A written agenda will be presented at the meeting with a copy for the Superintendent. If necessary, the meeting may be continued by mutual consent. If the decision of the Superintendent or his/her designee rendered at the close of the meeting or continuance of the meeting or is unsatisfactory to the aggrieved person/Grievance Chairperson, the grievance will be carried to Level III. If the decision by the Superintendent or his/her designee is not implemented within ten (10) work days after the meeting, the grievance will be carried to Level III.

LEVEL III

The appeal to the Superintendent must be made in writing with supporting reasons on a form provided by the Superintendent and made available to the teachers at all the schools. The Superintendent or designated representative shall arrive at a decision within fifteen (15) work days of receipt of the written appeal. The Superintendent shall communicate his/her decision in writing, at this time, along with reasons to the aggrieved person, and send a copy thereof to the Grievance Committee. In the event it is not possible to arrive at a decision within the fifteen (15) working days, the Superintendent shall communicate his/her reasons in writing to the teacher and the Grievance Committee, indicating therein the expected date of decision.

#### LEVEL IV

If the aggrieved person is not satisfied with the disposition of his/her grievance at Level III, or if no communication has been received by the aggrieved within ten (10) work days after the grievance was delivered to the Superintendent, the Grievance Committee may within ten (10) work days of the receipt of the decision at Level III, forward the grievance to the Board of Education by letter to the office of the Business Administrator. The Board of Education or a committee thereof shall hear the grievance in Executive Session and make a determination within ten (10) work days from the date of its receipt and shall furnish its written findings to the Association within six (6) work days thereafter. The Board shall notify the aggrieved and the Grievance Committee in advance of the time and location of the Executive Session. A Grievance Committee member(s) and the aggrieved shall be heard at this session, provided they notify the Business Administrator in writing of their intention to be present with 24 hours of the Executive Session.

The decision of the Board shall be final and binding as to all matters and disputes unless the Association submits same to arbitration within 10 work days of the decision of the Board.

#### MISCELLANEOUS

"Interpretation" is defined as ascertaining the meaning of a word, a clause or provision of this agreement, in the context in which it is used therein.

"Administration" is defined to mean "management", to wit, the manner in which the agreement is being managed.

- A. Nothing stated herein shall deprive an employee of his/her right to appeal the application of policies and administrative decision affecting him/her through recognized channels until it reaches the Board of Education nor shall he/she be deprived of his/her right to be represented by an educational representative(s), an active member(s) of the local school system, or an active member(s) of his/her professional association of his/her own choosing before the Board of Education, and in all stages of his/her appeal the employee shall be present in the presentation of his/her personal professional grievance.
- B. In presenting his/her personal professional grievance, the member of the staff shall be assured freedom from prejudicial action in presenting his/her appeal.
- C. If in the judgement of the Grievance Committee, a grievance affects a group or class of teachers, the Grievance Committee may submit such grievance in writing to the Superintendent directly and the processing of such grievance shall be commenced at Level Three. The Grievance Committee may process such a grievance as an aggrieved party through all levels of the grievance procedures even though the aggrieved person does not wish to do so.

- D. 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. It is understood, however, that any original document(s) or record(s) pertaining to disciplinary action which might lead to grievance procedure may be retained in the individual personnel file.
- E. 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, heretofore referred to in this article.
- F. A form(s) for the filing of grievance(s) applicable to all stages of the grievance procedure shall be prepared by the Superintendent who shall be responsible for the appropriate distribution of said form(s) to all schools so as to facilitate the operation of the grievance procedure.
- G. In the event that a grievance cannot be concluded by the end of the school year, the grievance shall be continued into the summer or resumed in September without violating time lines, by mutual consent.
- H. Any of the time deadlines set forth above may be waived by mutual consent.
- I. Any grievance concerning the administration and/or interpretation of this agreement shall be subject to arbitration in accordance with the following procedure:
  - 1. Written notice of submission to arbitration may be given by either party of this agreement not later than ten (10) days after the receipt of the decision at Level IV.
  - 2. Within ten (10) days after such written notice of submission to arbitration the Board and the Association shall attempt to agree upon a mutually acceptable arbitrator and shall obtain a commitment from said arbitrator to serve. The Board and the Association shall select the arbitrator from a list of arbitrators supplied by PERC.
  - 3. The arbitrator so selected shall confer with the representatives of the Board and the Association and hold hearing promptly and shall issue his/her decision not later than thirty (30) 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/her. The Arbitrator's decision shall be in writing and shall set forth his/her findings of fact, reasoning and conclusion on the issues submitted. The arbitrator shall be without power or authority to make any decision which requires the commission of an act prohibited by law or which is violative of the terms of this Agreement. The decision of the arbitrator shall be submitted to the Board and the Association and shall be final and binding on the parties.
  - 4. The cost for the services of the arbitrator, including per diem expenses, if any, and actual and necessary travel, subsistence expenses and the cost of the hearing room shall be borne equally by the Board and the Association. Any other expenses incurred shall be paid by the party incurring same.

5. Forms for submission of a grievance involving the interpretation and/or administration aforesaid to arbitration shall be prepared by the Superintendent and distributed to the various schools so as to facilitate the operation of the arbitration portion of the grievance procedure. Such form shall contain the following, among other, necessary information:
  - a. Name of Grievant.
  - b. Address of Grievant.
  - c. School at which he or she is employed.
  - d. Grade(s) taught.
  - e. Number of years employed with school system.
  - f. Date and place of the incident, occurrence, circumstance giving rise to the grievance.
  - g. Nature of the grievance.
  - h. The nature and extent of the injury, harm, loss or inconvenience claimed to have been incurred.
  - i. Grievant's dissatisfaction with the decision(s) of the administrators and the reasons (basis) why the same should be overruled.
  - j. The alleged issue(s) to be decided by the arbitrator.
  - k. Signed certification that all the above are true.

#### ARTICLE V Negotiation Procedure

- ^ The parties agree to enter into collective negotiations over a successor Agreement in accordance with the applicable laws of the State of New Jersey in a good faith effort to reach agreement on all matters concerning the terms and conditions of teachers' employment. Such negotiations shall begin after June 30 but not later than November 15 of the calendar year preceding the calendar year in which this Agreement expires. Any agreement so negotiated shall apply to all groups recognized under this agreement, be reduced to writing, ratified and signed by the Association and signed and adopted by the Board.
- B. During negotiation, the Board and the Association shall present relevant data, exchange points of view and make proposals and counter proposals. The Board shall make available to the Association, for inspection, all pertinent records under the realm of public information. The Board shall provide the Association with a complete tentative line budget for the next fiscal year on the day following tentative approval of the budget by the Board of Education.
- 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, and consider and make counter proposals in the course of negotiations.

- D. All meetings between the parties shall be regularly scheduled, whenever possible, to take place when the teachers involved are free from assigned instructional responsibilities, unless otherwise agreed. All negotiations shall be at such time, place and date as shall be mutually agreed upon.
- E. A joint effort will be made by both parties to complete negotiations prior to February 1.
- F. The Agreement is subject to ratification by both parent bodies.

**ARTICLE VI  
Teacher Rights**

- A. Every employee of the Board of Education shall have the rights, benefits, and privileges granted by Federal, State and local laws, rules, and regulations and nothing contained herein shall be construed to deny or restrict to any teacher such rights as he/she may have under New Jersey School Laws or other applicable laws and regulations.
- B. Whenever any teacher is required to appear before the Superintendent, or designee, the Board or any committee member, representative or agent thereof including principals, vice-principals, or department heads concerning any matter which could adversely affect the continuation of that teacher in his/her office, position or employment or his/her salary or any increments pertaining thereto, then he/she shall be give prior written notice of at least 24 hours except in cases of an emergent nature, the reasons for such meeting or interview and shall be entitled to have a representative of the C.T.A. present to advise and represent him/her during such meeting or interview.

Nothing in this paragraph shall be construed to mean that the above parties, including principals, vice-principals and department heads, may not discuss general and routine matters related to the educational process with the teacher without the representation of the Association and without prior written notice, provided, however, that the intent and purpose of the conference is not contemplated to support a charge or charges which could reasonably be expected to eventuate in the dismissal of the teacher or affect his/her salary.

- C. The teacher shall maintain the responsibility to determine grades within the grading policy of the Clifton School District based upon his/her professional judgement of available criteria pertinent to any given subject areas or activity to which he/she is responsible. No grade shall be changed without the knowledge of the teacher.

- D. Teachers who may be required by the Superintendent or designee to use their own automobiles in the performance of their duties and teachers who are assigned to more than one (1) school per day shall be reimbursed for all such travel at the rate set by the Internal Revenue Service as of July 1, of each year of the contract for the succeeding year. (This rate shall go into effect on the first day of the first month after ratification -- there shall be no retroactivity.)
- E. No teacher at the Secondary School level shall have more than five (5) teaching period assignments per day, exclusive of homeroom and duty period. All classroom teachers shall, in addition to their lunch period, have a preparation period to work on educational matters directly related to their specific grade assignments as follows:
1. Teachers in the elementary school shall have a minimum of four (4) preparation periods per five-day week to work on educational matters directly related to their specific assignments. Further, 50% of the faculty shall be assigned to provide coverage during assemblies on a rotating basis, with the remaining 50% having a preparation period. In addition elementary teachers shall be provided preparation periods during the students' library period. A preparation period shall be defined as a thirty (30) minute block.
  2. Middle Schools: One period of eight.
  3. Senior High Schools: One period of eight.
- Whenever possible, no teacher at the secondary level shall be assigned more than four (4) consecutive periods a day.
- F. The hours for the regular teachers in the Clifton Public Schools are as follows:
1. Elementary Schools: 8:30 a.m. to 11:45 a.m. and 12:35 p.m. to 3:50 p.m. all weekdays except Friday and other last days of the school week when the school day shall end at 3:30 p.m. All teachers shall attend all Back-to-School nights.
  2. Middle Schools: 8:05 A.M. to 3:25 P.M. on all weekdays. On the days of all Back-to-School nights, the teachers' day shall be from 8:05 A.M. to 12:20 P.M. All teachers shall attend all Back-to-School nights.
  3. High School: The length of the teachers' day shall be 7 hours and 5 minutes. On the days of all Back-to-School nights, the teachers' day shall be four hours and ten minutes. All teachers shall attend all Back-to-School nights.

Teachers at the high school shall be assigned to one of three schedules, the length of which would not exceed the current working time:

1. Periods - 0 through 7
2. Periods - 1 through 8
3. Periods - 2 through 9

No less than one-half (1/2) of staff scheduled for high school periods 1 through 8.

Volunteers to be accepted first, subject to administration approval, for high school periods 2 through 9 and 0 through 7.

4. Effective September 1, 1987, teachers' work days in selected schools may start and end not more than 20 minutes earlier than in 1985-86.
5. Teachers may be granted time for professional enrichment to include, but not limited to, visits to other schools, seminars, conventions and workshops with approval of the Superintendent of Schools. Teachers shall be reimbursed for expenses not to exceed \$50 with the approval of the Superintendent.
6. Effective in the 1990-91 school year, guidance counselors will work two additional days per year. Such days shall be paid on a pro rata basis and shall be directly before and after the school year, contiguous to it. The Board will notify the counselors by April 30 of each school year as to when they are to work the extra days in June and/or September of the following the school year.
7. A teaching day shall be a continuous seven (7) hours and five (5) minutes from the start of each schedule. The starting time of the school day in the high school, to allow for a "zero" (0) period as set forth in F-3, shall begin no earlier than 7:10 a.m. Teachers shall be assigned one of the three schedules set forth in F-3 above. A teaching day shall be seven (7) hours and five (5) minutes.

School day on Fridays at high school ends at 3:15 p.m. for periods 2 through 9 schedule.

8. There shall be scheduled two (2) Back-to-School nights per year. The scheduling of Back-to-School nights shall be at the discretion of the Board.

#### ARTICLE VII Class Coverage

- A. Class coverage refers to one teacher's assumption of the class load of one or more absent teacher(s), for a day or a portion of a day, because of the Board's inability to provide an authorized substitute teacher.

- B. Class coverage refers to any situation whereby the "covering" teacher either takes control of a classroom containing students or students are placed in the "covering" teacher's classroom, either as a total group or after a division of the teacherless group.
- C. If a teacher has this coverage for an entire day, pay shall be rendered equal to the amount per diem payment of substitute teachers. If a portion of a school day is devoted to coverage, the teacher shall be paid proportionally. The total expenditure per class shall not exceed the current per diem substitute pay.
- D. Any teacher whose coverage of a class is assigned in lieu of an already-assigned non-instructional duty, such as hall or lunchroom supervision, shall not receive any additional compensation.
- E. All teachers covering a class assignment in lieu of a preparation period will be paid \$10 per period.

Elementary teachers who cover a teacher's class for a full day will be paid the full substitute's rate. Elementary teachers who cover a portion of a class for a full day, a full class for a portion of the day, or a portion of a class for a portion of the day will be paid a pro-rated amount of the daily substitute rate.

#### ARTICLE VIII Elementary Teachers Lunch Period

.1 Elementary Teachers shall have a duty-free Lunch and Playground Period from 11:45 a.m. to 12:35 p.m. with the exception of the following.

- 1. Resource Room Personnel required to assume lunchroom coverage for special education pupils and who will be given an equal alternate lunch period; and,
- 2. Traveling teachers and non-classroom teachers (Art, Vocal Music, Instrumental Music, Physical Education, ESL, Bi-Lingual and Resource Room) on days they are not traveling, who shall provide lunchroom coverage not to exceed 30 minutes per day providing, these teachers shall:
  - a. Receive a 45 consecutive minute lunch period between 11:30 a.m. and 1:00 p.m.
  - b. Retain a 30 consecutive minute preparation period.
  - c. Be permitted to leave school 10 minutes early on coverage days Monday through Thursday and 15 minutes early when coverage day is Friday or a Friday schedule.
  - d. Will have the assistance of the Principal and lunchroom aides in supervising the lunchroom.



- e. Not receive any other assigned duty on coverage day.
- f. Not provide lunch coverage more than 3 days per week (Every effort shall be made to limit such coverage to two (2) days per week.)

No other elementary teacher shall be assigned to lunchroom coverage.

A joint committee of the Association and the Board/Administration will re-evaluate the operation of this program and make appropriate recommendations approximately halfway through the first year of its implementation.

#### ARTICLE IX School Calendar

- A. All teachers covered by this Agreement, other than those new to the Clifton School System, shall not be required to be in attendance for more than two (2) days in excess of the number of student school days for the regular school calendar year.
- B. The Clifton Teachers' Association shall have the right to examine and suggest changes in the school calendar before it becomes official, but the final approval rests with the Board of Education.

#### ARTICLE X Teacher Absence

##### A. Procedure

When unable to report to work because of personal illness, the teacher shall call the answering service (which number will be provided each teacher at the beginning of the school year) in accordance with administrative notice, stating name, school assignment, grade or subject, and reason for absence. Traveling personnel within the school district shall notify the home base school.

##### B. Causes

###### 1. Personal Illness

Eleven (11) sick days are to be allowed, all of which may be accumulative and available for use at full pay as needed in subsequent years. There is no limit to the number of sick days that may be accumulated.

After five (5) consecutive sick days, the Superintendent or designee may request a doctor's certificate. The teacher may use one of the Board of Education's doctors, at no cost to the teacher, for this purpose.

In addition to the foregoing benefits, all professional employees will be allowed additional benefits as follows: If illness continues beyond the sick days allotted and the accumulations credited to the employee have been exhausted, the employee may petition the Board to grant additional leave time as provided in 18A:30-6.

2. Death

Four (4) consecutive school days following date of death without salary deduction shall be allowed for death of father, mother, brother, stepchildren, stepparents, sister, husband, wife, child, grandfather, grandmother, grandchildren, father-in-law, mother-in-law, and/or legal guardian. Providing however, should this leave be interrupted by the end of the school year, it shall not carry over into the next school year but shall terminate with the end of the school year.

3. Jury Duty - Without Deductions

4. Marriage

A maximum of five (5) school days during the year with a deduction of 1/200th of the annual salary for each day.

5. Maternity Leave

The Board shall grant maternity leave without pay to any teacher upon the request subject to the following stipulations and limitations.

- a. The Board may remove any pregnant teacher from her teaching duties on the basis of pregnancy, only, for one of the following reasons:
  - 1. Her teaching performance substantially declines from the period preceding pregnancy.
  - 2. Her physical condition or capacity renders her incapable of performing her assigned duties, which shall be deemed to exist if (a) the pregnant teacher fails to produce a physician's certificate that she is medically able to continue teaching, (b) the Board's physician concludes that she is unable to continue teaching.

- b. The Board shall grant an unpaid leave of absence for pregnancy, childbirth, and care of an infant child in accordance with the procedure in subparagraphs below. All such leaves beginning prior to February 1, will terminate on either the following August 31, or the second August 31 following the commencement of the leave, at the teacher's option. If the leave begins after February 1, the teacher shall have the option of returning on the first August 31 following commencement of the leave, the second August 31, or the third August 31. The period of leave requested is to be specified at the time of the request.

(The purpose of this provision is to minimize disruption in class scheduling, and shall not be construed to prohibit an earlier return if mutually acceptable to both the teacher and the Board.)

- c. Any tenured or non-tenured teacher seeking such leave shall apply to the Board at least 60 days prior to the beginning of leave for maternity leave of up to one year from the date of expected birth. At the time of application the teacher shall specify in writing the date upon which she wishes to commence leave and the date upon which she wishes to return to work after birth. Both the teacher and her spouse must certify in writing to the Board that the teacher requesting maternity leave for an extended period must be the child-rearing spouse. The Board may require any teacher to produce a certificate from a physician in support of the requested leave dates. The physician's certificate is subject to agreement by the Board's physician. Where medical opinion is supportive of the leave dates requested, such leave shall be granted by the Board, except that the Board may change the requested date upon finding that the grant of a leave for the dates stipulated and medically confirmed would substantially interfere with the administration of the school.

Following the grant of such leave to any teacher, the commencement and termination dates thereof may be further extended or reduced for medical reasons upon application by the teacher to the Board. Such extension or reduction shall be granted by the Board for an additional reasonable period of time except that the Board may alter the requested dates upon finding that such extension or reduction would substantially interfere with the administration of the school and provided that such change is not medically contraindicated. The Board may require any teacher to produce a physician's certificate in support of the requested change and is subject to agreement by the Board's physician.



- d. Any teacher granted maternity leave without pay according to the provisions of this section may, at her discretion, elect to substitute all or a portion of her accumulated sick time in lieu thereof and receive full pay and benefits for the same, but only to the extent that the absence from school is a result of pre or post birth illness. It should be presumed that such illness exists for one month before and one month after birth. Any departure from this presumption must be medically substantiated.
- e. Upon return from a maternity leave of absence, the teacher shall be reinstated in her same position or a similar position for which she is certified.
- f. The Board is under no compulsion to continue the employment of a non-tenured employee beyond the contracted period so long as the non-renewal of employment is not based solely upon a condition of pregnancy or child birth.
- g. The maternity leave period shall not be counted for tenure purposes.
- h. Advancement on the Salary Guide shall be based upon the date of commencement of the leave of absence. The teacher will be granted a full Salary Guide step if she works more than 90 teaching days. Working 90 days or less shall result in no advancement on the Salary Guide. For the purpose of this article "Working 90 days" shall mean actually on the job site and shall not include absences for any reason.

#### 6. Paternity Leave

The Board shall grant an unpaid leave of absence ending at the end of the current school year, or, at the option of the teacher, the end of the following school year.

- a. Both the teacher and his spouse certify in writing to the Board that the mother intends to return to her job as soon after birth as is medically feasible and that the father will be the child-rearing spouse.
- b. Permission is requested of the Board at least 60 days in advance of the date of expected birth.
- c. Paternity leave shall be continued only if both the teacher and his spouse certify to the Board in writing 45 days after birth that the mother has returned to her employment and that the father is the child-rearing spouse.
- d. Upon return from paternity leave of absence the teacher shall be reinstated in his same position or a similar position for which he is certified.

- e. The Board is under no compulsion to continue the employment of a non-tenured employee beyond the contracted period so long as the non-renewal of the employment is not based solely upon child-rearing leave. Paternity leave shall not be counted for tenure purposes.
- f. Advancement on the Salary Guide shall be based upon the date of commencement of the leave of absence. The teacher will be granted a full Salary Guide step if he works more than 90 days. Working 90 days or less shall result in no advancement on the Salary Guide.

#### 7. Adoption Leave

Any teacher adopting a child sixteen (16) years of age or less shall be eligible to receive an adoption leave until the end of the current school year, or, at the option of the teacher, the end of the following school year which shall commence upon his or her receiving de facto custody of said child, or earlier if necessary in order to fulfill the requirements of the adoption. This leave will be granted if the teacher involved certifies in writing to the Board that he or she will be the child-rearing spouse and that the other spouse will continue employment during the leave.

#### 8. Leave to Take Other Employment

The Board shall, upon request, grant leaves of absence without pay for one year to teachers with ten (10) or more years of service in Clifton according to the following provisions:

- a. The leave will be for the purpose of seeking employment in a field other than teaching in grades K through 12.
- b. Teachers shall be required to pay for their own fringe benefits at the group rate in effect during the time of leave. The Board shall bear no costs connected with the leave.
- c. Teachers requesting leave shall advise the Board by letter no later than April 1st of the school year preceding the leave year.
- d. Teachers on leave must inform the Superintendent in writing of their intention to terminate employment or return to school not later than April 1.
- e. No person shall have the right to utilize such a leave more than once. Nor may anyone request that such a leave end less than one year before, or begin less than one year after, another leave of absence granted for other purposes.

9. Military - Without Deduction

Military leaves related to annual active duty training shall be granted on an individual basis in accordance with existing New Jersey Statutes. Teachers who are members of the Reserves or National Guard shall request his or her superior officer to allow him or her to fulfill his military requirements during the summer vacation.

10. Illness in Family

- a. A Leave of Absence without pay for up to one (1) calendar year shall be granted for the purpose of caring for a sick member of a teacher's immediate family or a family member resident in the teacher's home, upon presentation of a physician's letter stating need.
- b. Additional leave may be granted at the discretion of the Board. Upon return from an extended leave of absence, the teacher shall be reinstated in his/her same position or similar position for which he/she is certificated.
- c. Any unpaid extended leave of absence shall not be counted for tenure purposes.
- d. Advancement on the salary guide shall be based upon the date of commencement of the extended leave of absence. The teacher shall be granted a full step if he/she works more than ninety (90) teaching days during a school year. Working ninety (90) school days or less shall result in no advancement on the salary guide.
- e. The Board is under no compulsion to continue the employment of a non-tenured employee beyond the contract period so long as the non-renewal of employment is not based solely upon the unpaid extended leave of absence.
- f. Advancement toward seniority shall not be interrupted by the teacher's use of an extended leave of absence; seniority shall not accrue during an extended leave of absence and shall be determined in accordance with state regulations.

11. Disability Leave (Including Maternity Leave required for medical purposes)

- a. Any teacher who experiences a disability arising out of, but not limited to surgery, hospital confinement, medical treatment, pregnancy, child-birth, miscarriage and/or recovery shall apply for and receive disability leave upon presentation of documentation from a medical doctor.
- b. Disability leave shall be charged to accumulated sick leave, if any, of said teacher. If the accumulated sick leave is or has been exhausted, the disability leave shall be without pay, but with full insurance coverage as provided to all employed teachers under this Agreement at the expense of the Board for a period of up to one year.
- c. If the teacher's absence shall be the result of a personal injury caused by an accident or unprovoked assault arising out of and in the course of his employment, such teacher shall be allowed disability leave with full pay for up to one (1) calendar year. Such leave shall not be charged to sick leave. In accordance with NJSA 18A:30-2.1, any amount of salary or wages paid or payable to the teacher under this subsection shall be reduced by the amount of any Workmen's Compensation award made to the teacher under this subsection for temporary disability pursuant to Title 34 of the N.J. Statutes.
- d. The Board shall grant a disability leave for a period of up to one (1) calendar year. The Board shall have discretionary power to grant an extension or reduction of the disability leave for a reasonable period of time, as requested (See NJSA 18A: 30-1 et seq., specifically 18A: 30-7).
- e. A teacher who desires to continue in the performance of his/her duties during a period expected to lead to a disability shall be permitted to do so provided the teacher produces a statement from his physician, certified in writing to the Board not more than once per month, and confirmed by the School Medical Inspector, stating that the teacher is physically capable of continuing to perform his/her duties and stating up to what date, in the opinion of the physician, the teacher is capable of performing his/her duties.
- f. Whenever, in the opinion of the Board, the requested date of commencement of an unpaid disability leave or the requested date for the resumption of duties would substantially interfere with the administration of the school district or the education of pupils, the requested dates may be changed by the Board, provided that such date change is not medically contraindicated



12. Personal Reasons

- a. Employees shall be granted three (3) personal days per contract year by citing any of the following categories which are acceptable reasons for taking personal leave. These personal days will be noncumulative, except that personal leave days not used in any school year will be converted to sick leave days at the end of the year and added to the teacher's accumulation.
- b. One or more of the following categories are eligible reasons for taking personal days:
  1. Death (except as indicated in B. Causes 2)
  2. Illness (except personal illness as indicated in B. Causes I)
  3. Court Order
  4. Religious Observances
  5. Personal affairs of non-recreational nature and personal affairs or professional affairs which might not be carried out after school hours or weekends. Conventions, excluding the NJEA Convention, of all types are not approved. Exceptions shall be made subject to Board approval. Personal affairs of a non-recreational nature shall be defined as:  
  
Attending to a private matter of a personal or family concern.
- c. Whenever possible, notice of intention to utilize a personal day must be given in advance to the Superintendent's office. If advance notice is not possible, the employee will notify the Superintendent's office in writing of the fact that she/he has used a personal day after she/he has utilized that day.

**ARTICLE XI**  
**Sabbatical**

Professional personnel with seven (7) or more consecutive years of service in the Clifton School System will be eligible for a sabbatical leave. The leave will be granted for one school year at fifty percent (50%~) of full salary applicable to the school year in which the sabbatical leave is taken.

The maximum number of sabbaticals granted during any year will be ten (10). If more than ten (10) applications are submitted the selection will be made by an outside agency (Educational Testing Service of Princeton). The basis for selection will be a comprehensive application and not a competitive examination.

Any member of the professional staff who is granted a sabbatical study leave of absence shall be required to abide by the following:

- A. For a Master's degree level, the employee shall be required to be officially matriculating for a Master's degree in his/her major or minor teaching field.
- B. Semester hour credits pursued shall be within the applicant's major or minor fields and shall be acceptable in a college or university applying towards the matriculating degree. Courses taken through correspondence programs or any that are not fulfilled solely as a direct participant in a campus setting shall not be approved nor acceptable. A campus setting shall be defined as a classroom setting on a regularly scheduled basis for which semester credit is given.
- C. The employee on sabbatical leave will be enrolled as a full time student in a course of study.
- D. The college or university selected for sabbatical must receive prior approval of the Superintendent and must be accredited by one of the following accrediting association:

New England ACSS	Middle States ACSS
North Central ACSS	Southern ACSS
Western ACSS	Northwest ACSS
- E. All employees who receive a sabbatical leave will contractually obligate themselves to the Clifton School System for a minimum of three (3) years of service immediately following termination of the sabbatical leave. However, emergencies cancel out the obligation. Such emergencies are:
  1. Distant transfer in excess of 100 miles of spouse causing employee resignation.
  2. Illness or disability causing retirement in accordance with N.J. statutes governing such illness or disability.
  3. Death
  4. Any other valid reason subject to Board approval.
- F. Sabbatical leave applications must be submitted on or before December 1 of the school year prior to the desired sabbatical year.

- G. Within ten (10) days of the completion of the first semester and ten (10) days of completion of the second semester, the applicant is to request a transcript to be submitted to the Board of Education.
- H. Within ten (10) days of the commencement of the courses, the teacher on sabbatical will notify the Superintendent of the courses actually being taken by course title and catalog description.

**ARTICLE XII  
Notification**

- A. On or before April 30 in each year, the Board of Education shall give to each non-tenure teaching staff member continuously employed by it since the preceding September 30 either:
  - 1. A written offer of a contract for employment for the next succeeding year providing for at least the same terms and conditions of employment but with such increases in salary as may be required by law or policies of the Board of Education; or,
  - 2. A written notice that such employment will not be offered.

Should the Board of Education fail to give to any non-tenure teaching staff member either an offer of contract for employment for the next succeeding year or notice that such employment will not be offered, all within the time and in the manner provided by this act, then the Board of Education shall be deemed to have offered to that teaching staff member continued employment for the next succeeding school year upon the same terms and conditions but with such increases in salary as may be required by law or policies of the Board of Education.

If the teaching staff member desires to accept the employment, he/she shall notify the Board of Education of such acceptance, in writing, on or before June 1, in which event such employment shall continue as provided for herein. In the absence of such notice of acceptance, the provisions of this article shall no longer be applicable.

- B. On or before July 10, all teachers shall be notified of class and/or grade level and school assignment.
- C. A teacher who is employed as a replacement teacher for a teacher on a leave of absence shall receive written notice of his/her status as a replacement teacher with the issuance of each contract.
- D. All teachers on an approved leave of absence for reasons of maternity, paternity, adoption or any other authorized leave, shall notify the Superintendent of their intent to return in September to their assignment no later than April 1.

**ARTICLE XIII**  
**Teacher Evaluation Procedures**

- A. Teachers shall be evaluated only by persons certified by the New Jersey State Board of Examiners to supervise instruction. A teacher shall be given a copy, for his/her own use, of any class visit or evaluation report prepared by his/her evaluators at least one (1) day before any conference to discuss it. A teacher has the right to a conference with any person whose signature appears on the report, prior to the teacher's signing the report. No such report shall be submitted to the Superintendent's office, placed in the teacher's file or otherwise acted upon without prior conference with the teacher. No teacher shall be required to sign a blank or incomplete evaluation form. Following the aforementioned conference, the teacher shall have five (5) school days in which to study and respond to the evaluation and conference.
- B. In the event that additions, deletions, or other changes are made on an evaluation report following the teacher's signing of that report the changes shall be dated and initialed by the evaluator(s) responsible. The teacher shall receive all copies of the altered report and shall have five (5) school days in which to study and respond to the changes.
- C. Final evaluation of a teacher upon termination of his employment should be concluded prior to severance unless prohibited by the teacher's untimely departure.
- D. Evaluation handbooks and forms shall be given to teachers when hired or when either handbook or form or both are changed.
- E. All persons whose signatures appear on an individual evaluation shall be certificated as a supervisor. The evaluation form referred to is to be construed as any and all official forms on which a supervisor has written an evaluation of the teacher's performance.

**ARTICLE XIV**  
**Personnel Files**

- A. A teacher shall have the right, upon request, to review the contents of his/her personnel file. The official personnel file shall be located in the Superintendent's office. There exists only one official personnel file.
- B. A teacher shall be entitled to have a representative of the Association present at any time the personnel file is being reviewed by the teacher.

- C. A teacher shall have the right to indicate those documents and/or other materials in his/her file which he/she believes to be obsolete or otherwise inappropriate to retain. Said documents shall be reviewed by the Superintendent or designee and if in the opinion of the Superintendent they are obsolete or otherwise inappropriate to retain, they shall be destroyed.
- D. No material derogatory to a teacher's conduct, service, character or personality shall be placed in his/her personnel file unless the teacher has an opportunity to review the material. The teacher shall acknowledge that he/she 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 teacher shall also have the right to submit a written answer to such material within ten (10) school days following the conference between both parties involved and his/her answer shall be reviewed by the Superintendent or designee and attached to the file copies.
- E. The Board agrees to protect the confidentiality of personal references, academic credentials and other similar documents.
- F. Inspection of personnel files is limited to twice a year on an appointment basis.

**ARTICLE XV  
Voluntary Transfers and 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 Superintendent not later than April 15 of the current school year. Such statement shall contain grade and/or subject area or school to which he/she desires to be changed or assigned. The Administration shall make every effort, consistent with sound educational policy, to accede to such requests. However, the decision of the Board shall be final.

**ARTICLE XVI  
Involuntary Transfers**

Definition: A transfer is a change in building.

- A. If possible, notice shall be given by the Principal or designee before transfers. Ordinary mail service shall be deemed compliance.
- B. Upon request, the transferee will be given the reason for said transfer by the Principal or designee.

- C. If dissatisfied, the transferee may request and receive the reason for said transfer from the Superintendent or designee, within ten (10) school days following the receipt of the transferee's request, which will dispose of the matter unless the teacher challenges that the transfer was personal in nature.
- D. If the transferee appeals the Superintendent's decision and maintains the transfer was of a personal nature, the transferee shall notify the Association of his/her proposed action.
- E. The Association may request, on behalf of the transferee, a meeting with the appropriate Board committee to hear the nature of the personal matter. The purpose of this committee is to determine if the transfer was personal in nature. The committee shall meet within thirty (30) school days following the Association's request.
- F. If one or more of the Board Committee deems the transfer to be personal in nature, the Board of Education will schedule a hearing in executive session, within thirty (30) days after receipt from the Board Committee. A decision to dispose of the matter will be made within ten (10) days of the hearing.
- G. Involuntary transfers shall not be grievable, except through the procedure outlined in paragraphs D, E, and F above.

**ARTICLE XVII**  
**Promotional Procedure**

- A. Promotional positions are positions paying a salary differential and/or positions on the administrator-supervisory levels of responsibility including but not limited to positions as Directors, Coordinators and/or Department Heads, Counselors, and Coaches. All vacancies in promotional positions, including specialists and/or special projects teachers, pupil personnel workers and positions in progress funded by the Federal Government shall be adequately publicized by the Superintendent in accordance with the following procedure:
  - 1. When school is in session, a notice will be given to each school for posting and distribution at least fifteen (15) school days prior to the final acceptance date of applications. At this same time, two (2) copies of said notice will be given to the Association, (one to the President, one to the Secretary). Teachers who desire to apply for such vacancies should submit their applications in writing to the Superintendent within the time limit specified in the notice, and the Superintendent will acknowledge in writing the receipt of all such applications. Applications will be kept on file in the Superintendent's office for continual consideration for future vacancies until the office is notified in writing by an applicant that the application is withdrawn. However, it remains the responsibility of the applicant to notify the Superintendent that the application is on file as new positions become available.

2. Teachers who desire to apply for a promotional position which may be filled during the summer period when school is not regularly in session should submit their names to the Superintendent, together with the position(s) for which they desire to apply, and an address where they can be reached during the summer. The Superintendent will, within the same time period, post a list of promotional positions to be filled during the summer period at each secondary school and a copy of said notice will be given to the Association.

- B. In both situations set forth in Section A, above, the qualifications for the position, its duties, and the rate of compensation, will be clearly set forth.
- C. All qualified teachers will be given adequate opportunity to make application and no position will be filled until all properly submitted applications have been considered. The Board agrees to give due consideration to the professional background and attainments of all applicants and other relevant factors.

In filling such vacancies, preference will be given to qualified teachers already employed by the Board and when all other factors are substantially equal, length of time in the Clifton School District will be the deciding factor.

Each teacher applicant shall be interviewed concerning his/her application for promotion by the Superintendent or designee. Disposition of appointments shall be made as soon as possible. Announcements of appointments will be made by posting a list in the office of the central administration and in each school building. The list will be given to the Association and shall indicate which positions have been filled and by whom.

#### ARTICLE XVIII Withholding of Increments

Nothing herein contained shall in any way affect the application of the provision of or the right of the Board to withhold salary adjustments or increments pursuant to the provisions of N.J.S.A. 18A: 29-14.

#### ARTICLE XIX Central Registers

The Central Registers will continue for the years of this Agreement.

**ARTICLE XX  
Graduate Study**

4. Teachers who submit evidence of having completed a graduate study program on the Master's degree level or 6th year level in the field of Education by submission of the degree received and accompanying official transcript and description of courses pursued in acquiring such degree or 6th year level shall be placed on the appropriate Master's degree or 6th year level salary guide on the first of September or February 1st immediately subsequent to the submission to the Board of Education of such degree and 6th year level and approval by the Board showing that all requirements have been met prior to September 1st or February 1st and subject further to the following stipulations:
  - B. All Master degree and sixth year level course submissions must be approved by the Superintendent and earned at accredited colleges and universities recognized by the New Jersey State Department of Education and one of six recognized agencies, or any accrediting agency or college or university accepted by the aforementioned agencies. There are six (6) recognized regional accrediting agencies for colleges and universities: Middle State Association of Colleges and Secondary Schools, Southern Association of Colleges and Secondary Schools, North Central Association of Colleges and Secondary Schools, New England Association of Colleges and Secondary Schools, Northwest Association of Colleges and Secondary Schools, and Western Association of Colleges and Secondary Schools.

Courses taken through correspondence programs or any courses that are not fulfilled solely as a direct participant in a campus setting shall not be approved or acceptable. A campus setting shall be defined as a classroom setting on a regularly scheduled basis for which semester credit is given.

- C. All teachers shall be eligible for placement on the Master's degree salary guide providing that the Master's degree obtained is in his/her subject certification or reasonably related to the teacher's duties in Clifton and receives the prior approval of the Superintendent.
- D. All teachers shall be eligible for placement on the 6th year level providing that they acquire 30 graduate credits beyond the Master's degree recognized by the Board of Education under the terms of this contract, at least 15 of which are in their teaching certification or in any directly related discipline whose relevance can be certified to, and approved by the Superintendent of Schools or designee. The remaining credits may be in the field of education including Administration and Supervision. A minimum course grade of "B" shall only be considered in determining placement on the 6th year level.



- E. A minimum average grade of "B" (3 on a 4 point scale) or arithmetical equal thereof for the degree program shall only be considered for Master's salary guide placement. A "pass" grade shall only be accepted for salary guide placement when the college or university certifies that only pass/fail gradings for that particular course are used. No other designation shall be accepted for salary guide placement.
- F. The cost and expenses for all courses pursued in acquiring a Master's degree or 6th year level salary guide placement shall be the sole obligation of the teacher, except as set forth in paragraph H below. The Board shall rule upon the advanced degree no later than 60 school days following submission of all required evidence of said attainment to the Superintendent.
- G. Teachers submitting a request for salary guide placement on the 6th year level in accordance with the terms of this section shall be placed on the 6th year level guide and be entitled to the additional emolument for such level with no restriction on elapsed time from commencement to completion of the number of course credits required for 6th year level salary guide placement.
- H. The Board will reimburse teachers, upon successful completion of graduate courses, for the cost of tuition, up to a limit of the tuition rate then currently in effect at Montclair State College, under the following conditions:
  - 1. Courses must be related to the teacher's duties in Clifton.
  - 2. Courses are subject to the written prior approval as determined in the sole discretion of the Superintendent. Cost per credit hour must be submitted at the time of the application.
  - 3. Official transcripts and receipts must be submitted within sixty (60) days of course completion.
  - 4. Reimbursement will be limited to six (6) semester hours for any teacher in any school year, and the Board's total expenditure shall be limited to \$45,000 in the 1992-1993 school year, \$45,000 in the 1993-1994 school year, \$45,000 in the 1994-1995 school year and \$45,000 in the 1995-1996 school year.
  - 5. In the event there are more reimbursement requests than budgeted for as set forth in the preceding paragraph, reimbursement will be made in order of approval as set forth in paragraph 2 above.

6. All courses which are required for a graduate degree, as defined in Paragraph C above, will be reimbursed, provided that the teacher submits the degree plan of study to the Superintendent's office for approval prior to the initial request for reimbursement. No supervision of curriculum courses other than those required for the degree plan shall be approved.

## ARTICLE XXI

## Salary Guides for 1992-1993

92-93

Step	BA	MA	6 YR*
1	27,516	31,090	35,526
2	27,816	31,390	35,826
3	28,116	31,690	36,126
4	28,894	32,468	36,904
5	29,194	32,768	37,204
6	29,793	33,367	37,803
7	30,428	34,002	38,438
8	31,219	34,793	39,229
9	33,006	36,580	41,016
10	36,478	40,052	44,488
11	40,672	44,246	48,682
12	47,683	51,454	56,134

## Salary Guides for 1993-1994

93-94

Step	BA	MA	6 YR*
1	27,716	31,290	35,726
2	27,916	31,490	35,926
3	28,116	31,690	36,126
4	28,894	32,468	36,904
5	29,316	32,890	37,326
6	29,793	33,367	37,803
7	30,450	34,024	38,460
8	31,719	35,293	39,729
9	33,006	36,580	41,016
10	36,478	40,052	44,488
11	41,738	45,678	50,569
12	50,038	53,978	58,869

ARTICLE XXI CONTINUED  
Salary Guides 1994-1995

Step	BA	MA	6 YR*
1	28,294	31,868	36,304
2	28,494	32,068	36,504
3	28,694	32,268	36,704
4	28,894	32,468	36,904
5	29,416	32,990	37,426
6	30,015	33,589	38,025
7	30,784	34,375	38,830
8	32,059	35,649	40,105
9	33,754	37,344	41,800
10	36,642	40,232	44,688
11	42,089	46,167	51,229
12	51,750	55,867	60,929

Salary Guides 1995-1996

Step	BA	MA	6YR*
1	29,744	33,744	38,244
2	29,944	33,944	38,444
3	30,144	34,144	38,644
4	30,344	34,344	38,844
5	30,544	34,544	39,044
6	31,016	35,016	39,516
7	31,690	35,690	40,190
8	33,500	37,500	42,000
9	36,101	40,101	44,601
10	37,542	41,542	46,042
11	42,250	46,567	51,729
12	47,650	51,967	57,129
13	53,250	57,567	62,729

\*Holders of an earned Doctor's degree from an accredited college or university recognized according to Article XX, B, in their area of certification or reasonably related to their teaching duties shall receive annual stipend of \$4,000 added to their salary guide placement.

LONGEVITY

Longevity shall be paid to all those persons covered by an agreement between the Clifton Teachers' Association as defined in the "Recognition" section, who have fourteen (14) or more years of "full-time" service in Clifton as of June 30, 1992, for the 1992-93 school year; June 30, 1993, for the 1993-94 school year; June 30, 1994, for the 1994-95 school year and June 30, 1995 for the 1995-96 school year. Credit for part-time service will be pro-rated, i.e., a teacher who taught one year at half time will be credited with one-half year of full-time service for longevity purposes. A year of service shall be defined as five (5) months of satisfactory service in the Clifton School System in a position covered under the "Recognition" clause of the Board of Education/Clifton Teachers' Association contract within any school year for ten (10)-month employees and six (6) months or more for twelve (12)-month employees.

At the conclusion of fourteen (14) years and through the conclusion of eighteen (18) years in Clifton, a person will receive 3% of the base salary as a longevity payment.

At the beginning of nineteen (19) years and through the conclusion of twenty-four (24) years, a person will receive 4% of the base salary as a longevity payment.

At the beginning of twenty-five (25) years and through the conclusion of service to Clifton, a person will receive 5% of the base salary as a longevity payment.

**ARTICLE XXII  
Extra-Curricular Salary Guide (1992-96)**

	1992-93	93-94	94-95	95-96
HS Yearbook Advisor	1,884	1,960	2,038	2,120
HS Asst. Yearbook Advisor	857	891	927	964
HS Newspaper Advisor (4 issues)	1,571	1,634	1,700	1,768
HS Band Director	5,498	5,718	5,947	6,185
HS Assistant Band Director (3)	1,571	1,634	1,700	1,768
HS Majorette Director	1,727	1,796	1,868	1,943
HS Play/Musical Director	1,571	1,634	1,700	1,768
HS Asst. Play/Musical Director	1,242	1,291	1,343	1,397
HS Asst. Director for Music	1,118	1,156	1,202	1,250
HS Asst. Director for Choreography	1,118	1,156	1,202	1,250
HS Asst. Director for Set Constr.	1,118	1,156	1,202	1,250
HS Choral Director	2,358	2,452	2,550	2,652
HS Class Advisors:				
2 ea. Fresh., Soph., Jr.,	706	734	764	795
2 Senior Class	796	827	860	894
HS Student Council Advisors	633	659	685	712
HS Honor Society Advisor (1)	534	555	577	600
HS Driver Education (rate per hr.)	24.00	25.00	26.00	27.00
HS TIDE	315	328	341	355
HS Saturday Suspension (rate per hr.)	21.00	22.00	23.00	24.00
HS Academic Coaches**	527	548	570	593
HS Academic/Club Advisors**	374	389	405	421
HS Decathlon**	1,136	1,181	1,228	1,277
HS Chaperones*** (rate per hr.)	16.00	17.00	18.00	19.00
HS Before School Supervisors	11.00	12.00	13.00	14.00
HS Student Affairs Treasurer	2,358	2,452	2,550	2,652
MS Newspaper Advisor (3 issues)	1,242	1,291	1,343	1,397
MS Student Council Advisor	633	659	685	712
MS Safety Patrol Sponsor	512	532	553	575
MS Honor Society Advisor	315	328	341	355
MS TIDE	315	328	341	355
MS Play/Musical Director	1,137	1,182	1,229	1,278
MS Asst. Play/Musical Director	1,018	1,059	1,101	1,145
MS Asst. Set Construction Director	1,018	1,059	1,101	1,145
MS Academic Club Advisors**	374	389	405	421
MS Evening Performances	310	322	335	348
MS Chaperones*** (rate per hr.)	16.00	17.00	18.00	19.00
MS Before School Supervisors	11.00	12.00	13.00	14.00

	1992-93	93-94	94-95	95-96
ES Computer Representative	512	532	553	575
Audio-Visual Representative	512	532	553	575
ES Safety Patrol Sponsor	512	532	553	575
ES Science Resource Director	512	532	553	575
ES TIDE	315	328	341	355
ES Enrichment Program (per cycle)	326	339	352	366
ES Evening Performances	310	322	335	348
HS/MS/ES Affirmative Action Advisor	374	389	405	421
Child Study Team per case participation outside of regular contract time	177	184	191	199

\*\* These activities must be approved by the Superintendent or designee.  
A written log must be submitted by the building principal.

\*\*\*Excluding field trips and class trips.

### ARTICLE XXIII Medical Insurance

#### A. Medical - Surgical Plan(s)

The Board agrees to pay full premium for each employee and his or her family covered by this Agreement. Such coverage shall include Pre-Admission Testing, Mandatory Second Surgical Opinion and Utilization Review-Hospital Pre-Certification. Such coverage shall be equivalent to or better than the previous contract coverage levels.

#### B. Major Medical Plan

The Board agrees to pay the full premium for each employee and his or her family covered by this Agreement. Said coverage shall include Pre-Admission Testing, Mandatory Second Surgical Opinion and Utilization Review-Hospital Pre-Certification. Such coverage shall be equivalent to or better than the previous contract coverage levels.

1. Dependent coverage for children shall continue through age 25, except that dependent children who are unmarried, and either mentally retarded or physically handicapped will continue to be covered beyond the 25th year if they are incapable of self-sustaining employment and are chiefly dependent on their parents for support.
2. The co-payment for out of Hospital Mental Care Coverage is 80% and a maximum payment of \$10,000 per benefit period will be paid for physician's visits.
3. The first three pints of blood will be covered as a medical expense.

4. There shall exist an automatic spin off provision between the Basic Health Coverage and the Catastrophic Coverage. The purpose of spin off provision shall be to automatically forward any claims not covered in their entirety by the Basic Health Coverage to Catastrophic Coverage.

C. PREADMISSION CERTIFICATION CONTINUED STAY REVIEW (PAC/CSR)

All non-emergency hospital stays are required to be reviewed prior to admission. If the procedures are not followed, benefits will be reduced as follows:

- . If the Preadmission Certification process is not followed a \$300.00 penalty will be imposed for each hospital admission.
- . The provision is non-binding in that in the event that the UR agency does not agree with the patient's physician, there is no penalty if the insured follows his own physician's recommendation.

D. MANDATORY SECOND SURGICAL OPINION

Plan will pay 100% for a Second Opinion.

For certain surgical procedures listed in the Medical Benefits Booklet , when performed on a elective non-emergency basis, the total surgical benefit payment will be reduced by 50% if a Second Opinion is not obtained prior to the surgery.

E. PRE-ADMISSION TESTING

We will pay all covered expenses by a hospital for a pre-admission diagnostic X-ray and lab tests. Pre-admission testing means that the tests which are required by a physician prior to performing a procedure on an in-patient basis will be performed on an out-patient basis, prior to being admitted to the hospital. The purpose of this provision is to alleviate any unnecessary, costly in-patient hospital stays.

F. PRESCRIPTION DRUG PLAN

The Board shall pay full premium for full family coverage Prescription Plan with unit members paying \$5.00 for brand name prescription filled and \$2.00 for each generic prescription filled.

G. DENTAL

The Board agrees to pay full premium for full family coverage for a dental plan which includes the following elements:

1. Preventive and Diagnostic 100%
2. Basic Services 80/20 co-pay
3. Prosthodontic Benefits 50/50 co-pay
4. Orthodontic Benefits 50/50 co-pay

The maximum amount payable for the above services, excluding orthodontic, shall be \$1,500 per calendar year. Orthodontic benefits are subject to an \$1000 maximum per case which is separate from the \$1,500 maximum per year for other covered services, retroactive to September 1, 1989.

H. Miscellaneous

1. It is understood that the Board reserves the right to change carriers provided that the new carrier provides equal or improved benefits than those in existence. The Association shall have the right to examine and approve any change in carriers.
2. The Board shall extend all coverages to retired personnel at no expense to the Board at the option of the retiree. Should the Board change carriers, it is agreed that there will be no termination of benefits to retired personnel.
3. Should an employee die, the immediate family shall have the option of continuing all benefits at no expense to the Board for a period of two years.
4. The parties recognize that the foregoing Section G, Subsections 2 and 3 are subject to Insurance Regulations. If the current carrier(s) refuse to continue the benefits provided in 2 and 3 above, the parties will mutually attempt to find an alternate carrier.

**ARTICLE XXIV  
Retirement Allowance**

The Board shall pay 34 percent of unused sick leave accumulated at the time of retirement.

The Board shall, at the employee's option:

- A. Continue the employee on the payroll until 34 percent of the unused sick days are used; or
- B. Pay the full amount due in a lump sum. The computation shall be based on a multiple of 1/200 times 34 percent of accumulated sick days and to be based upon the salary at the time of retirement.

In the event of death, the estate will be reimbursed for the unused sick leave at the same percentage.

In the event that the employee is continued on the payroll, payments shall not continue over summer months, but will be resumed in the next school year in the event that there are days remaining. There shall be no increase in salary in the following school year, and payments shall be made on the basis of the salary in effect on the last day the employee actually taught.

ARTICLE XXV  
Summer School

- A. Only tenure teachers will be accepted for Summer School. Non-tenure teachers and teachers not in the employ of the Board of Education will be used only on an emergency basis.
- B. All teaching personnel for Summer School shall be selected on a rotating departmental basis as well as a record of satisfactory evaluations of previous Summer School teaching and evaluations of previous school years.
- C. Major certification in the available opening is a requisite for appointment.
- D. Salary for the Summer School will be 7% of the teacher's salary for the succeeding school year.
- E. Summer School full assignment shall be one hundred and twenty (120) teaching hours. Salary for assignment for more or less than one hundred twenty (120) teaching hours shall be increased or decreased proportionately.
- F. All applications for Summer School staff must be submitted by May 15 before the Summer School. These applications may be obtained from a supervisor, subject coordinator, or principal.

Service of less than full assignment shall be paid proportionate to the full percentage stated herein.

- H. Deductions of pay shall be made for all absenteeism.

ARTICLE XXVI

BSI Teachers/Compensatory Education Teachers/Part-Time Salaried Teachers

The parties acknowledge that in the past and currently BSI Teachers and Compensatory Education Teachers have been and remain part-time employees. Generally they have been working approximately 73 percent of the hours worked by full-time staff members and are paid 73 percent of the appropriate step on the salary guide. In the event that the Board chooses to hire a BSI or Compensatory Education Teacher to work on a part-time basis substantially different from 73 percent of a full-time teacher's hours, salary will be pro-rated based upon that ratio of hours, whatever it may be. Other part-time employees covered under this agreement will also be paid a pro-rata portion of the appropriate step of the salary guide, based upon the number of hours worked compared to the hours of a full-time teacher.



All provisions of the contract shall apply to part-time salaried employees covered by this agreement except that Article XXIII (Medical Insurance) shall only apply to individuals working 20 hours, or more, per week however, to the extent that any such employees are funded under federal or state funded programs and the above provisions are or become incompatible with applicable laws, regulations, or guidelines governing these positions, the applicable laws, regulations, or guidelines will prevail. If the position is federally or state funded, the positions may be terminated when funds run out, if the positions are insufficiently funded. The rights of the employees filling any such terminated positions will be those provided by law and regulation, as they may apply.

**ARTICLE XXVII  
Modifications of the Agreement**

There shall be no change during the term of this Agreement unless there is a mutual agreement between the Board and the Association.

Should a mutually acceptable amendment to the Agreement be negotiated by the parties, the amendment shall be reduced to writing by the Board and after such writing is prepared, it shall be ratified and signed by the Association and signed and adopted by the Board. 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.

Side Bar Agreement  
High School  
Sixth Teaching Period

If the instructional program at the High School requires the creation of a number of class sections in any subject not divisible by five,

AND, if the additional classes cannot be taught by duly certified teachers in the district or by teachers shared with the Middle School,

AND, if the Board is unable to find and employ a part-time teacher in the subject,

The Superintendent will notify the President of the Association of the condition and need and will confer with representatives of the Association on possible ways to fill the assignment.

If there is no other way to fill the assignment, the Board may assign no more than twelve (12) High School teachers per year to a sixth teaching period at the additional compensation rate of \$4,500. Teachers so assigned will not be assigned to either a duty period or a homeroom.

The purpose of this agreement is to meet emergent staffing and program requirements of the Board and it is not intended to be implemented as a means of reducing the professional staff.

Volunteers will first be solicited from among teachers qualified for the prospective assignment by the Board. If there are no volunteers, the Board shall assign teachers on a rotating basis. With the exception of self-contained special education classes, no more than two (2) teachers per year in any department may be assigned a sixth class.

DURATION

The provisions of this agreement shall remain in full force and effect until June 30, 1996.

IN WITNESS THEREOF, the parties hereto have caused these presents to be signed by their proper corporate officers.

ATTEST: DATE: July 25, 1994

CLIFTON BOARD OF EDUCATION

Joseph M. Cappella  
Secretary

[Signature]  
President

ATTEST: DATE: 7/20/94

CLIFTON TEACHERS' ASSOCIATION

Wesley DeCicco  
Recording Secretary

[Signature]  
President