

14-0310

08-01

THIS BOOK DOES
NOT CIRCULATE

AGREEMENT

1971-72

CEA/BOARD OF EDUCATION

A G R E E M E N T

This agreement entered into this 13th day of September, 1971, by and between the Board of Education of the School District of the Borough of Clayton, hereinafter called "Board", and the Clayton Education Association, hereinafter called "Association".

W I T N E S S E T H:

ARTICLE 1, GRIEVANCE PROCEDURES

A. Preamble

1. The Clayton Board of Education and the entire staff are dedicated to the important task of providing the best education possible for the children of their district. Satisfactory fulfillment of this great responsibility requires a climate of mutual trust and dependability on the part of both board and staff. It is important, therefore, that board and staff work together cooperatively to develop personnel policies which will insure high standards of performance and at the same time, contribute to the morale and well-being of the staff. Such policies should relate to the entire certified professional staff in their respective capacities and should promote harmonious relationships among various groups as well as between the board and staff members.

B. Definitions and Duties

1. The term "staff" shall mean all certified professional employees of the Board, and shall include teachers, guidance personnel, librarians and nurses on a contractual basis.
2. The term "grievance" shall mean a complaint concerning the interpretation, application and/or violation of the policies, agreements and administrative decisions affecting a staff member.

3. The "Board-Staff Relations Committee" shall be composed of three members of the Association, two members of the Board, the Superintendent of Schools and the Principal involved.
4. The duties of the Superintendent of Schools shall be:
 - (a) To convene meetings of the Board-Staff Relations Committee whenever requested to do so by the Association members thereof, the Board members thereof or whenever necessary in his own discretion.
 - (b) To act as chairman of all meetings of the Board-Staff Relations Committee.
5. It shall be the duty of the Board-Staff Relations Committee to:
 - (a) Evaluate the problems presented to the committee.
 - (b) Gather facts to provide for a complete understanding of these problems.
 - (c) Discuss and attempt to arrive at a solution in keeping with the aims of the school district and in keeping with the philosophies of each organization.
 - (d) Present conclusions and recommendations to the Board.
6. If the Board-Staff Relations Committee is unable to reach a mutually satisfying solution to the problem being discussed, either of the representative groups or the Superintendent of Schools reserves the right to request a meeting with the Board in executive session and in the presence of the person or persons concerned.
7. The above procedures do not preclude the staff organization representatives from carrying on conversations with and resolving complaints through the Superintendent of Schools.

C. Procedure for Processing a Grievance

1. Any staff member who alleges a grievance shall first discuss it with his principal (or immediate superior or department head, if applicable) in an attempt to resolve the complaint at that level.
2. If, as a result of said discussion, the matter is not resolved to the satisfaction of the aggrieved employee within three school days, he shall set forth his complaint in writing

to the Principal and file a duplicate copy with the Superintendent of Schools. The principal shall communicate his decision to the aggrieved employee and file a duplicate copy with the Superintendent of Schools in writing within three school days after the receipt of the written complaint.

3. The Staff member may appeal the Principal's decision to the Superintendent of Schools. The appeal to the Superintendent must be made in writing and must set forth the grounds upon which the grievance is based. Such request must be made within ten school days after receiving the Principal's decision, or the right to process the grievance shall be waived. The Superintendent of Schools shall attempt to resolve the matter within a period not to exceed six school days after receipt of the appeal. The Superintendent of Schools shall communicate his decision in writing, along with supporting reasons, to the aggrieved staff member.
4. If the grievance is not settled by the Superintendent of Schools, the aggrieved staff member may appeal to the Board-Staff Relations Committee by filing a written appeal therewith, through the Superintendent of Schools, within ten consecutive days after the Superintendent's decision. Said Committee shall, within fourteen days after the filing of such appeal, make a written determination, setting forth reasons therefor, as to the merits of the grievance.
5. If the Board-Staff Relations Committee determines that the grievance has merit, it shall recommend, in writing, that the grievance be heard by the Board. The Board shall hear the grievance within fifteen consecutive days of the Board-Staff Relations Committee's determination and render a decision within ten days thereafter.
6. If the Board-Staff Relations Committee determines that the grievance is without merit, it will so advise the employee, and a copy of its findings shall be sent to the Superintendent of Schools and to the Board.
7. A staff member, whose grievance has been determined to be without merit by the Board-Staff Relations Committee, shall have the right to appeal to the Board. Said appeal shall be made in writing and filed with the Secretary of the

Board within ten consecutive days after said Committee's determination. Thereafter, the Board shall hear the appeal within fifteen consecutive days and thereafter render a decision thereon within ten consecutive days.

ARTICLE 11, NEGOTIATION OF SUCCESSOR AGREEMENT

- A. The successor agreement for the school year 1972-73 shall be concerned with only salary and fringe benefits.
- B. Provisions of this contract, other than those stated in 11A, shall not be renegotiated for 1972-73 unless mutual agreement by the Clayton Education Association and Clayton Board of Education determines a need for renegotiation of an article or part thereof.
- C. Negotiations for the successor agreement shall commence no later than October 1, 1971.

ARTICLE 111, TEACHER RIGHTS

- A. Whenever any teacher is required to appear before the Superintendent, Board or any committee for the purpose of formal disciplinary action, then he shall be given prior written notice of the reasons for such meeting or interview and shall be entitled to have one representative of the Clayton Education Association present to advise him and represent him during such meeting or interview.
- B. The teacher shall determine grades within the grading policy of the Clayton School District.
- C. Any teacher denied pay for any reason, shall be notified in writing of such denial five days prior to the issuing of the pay check containing the deduction.

ARTICLE IV, ASSOCIATION RIGHTS AND PRIVILEGES

- A. The Association may use school facilities and equipment, including typewriters, mimeo machines, other duplicating equipment, calculating machines and all types of Audio-Visual equipment at reasonable times subject to the approval of the building principal. Such equipment to be used for Association or school business only.
- B. Profits from vending machines in the faculty rooms belong to the Association for improvement to faculty rooms or for welfare. If any additional vending machines are installed they must be approved by the Board of Education.

ARTICLE V, TEACHING HOURS AND TEACHING LOAD

- A. Classroom teachers in the elementary school shall be provided with a minimum of two (2) preparation periods per five-day week. Where possible, three (3) preparation periods will be scheduled.
- B. It is acknowledged by both parties hereto that extra-curricular activities are a necessary and important adjunct to the scholastic pursuits of the students, and the Board, Administration and Teachers have the responsibility of assuring adequate professional guidance of these activities. The administration shall notify staff members of vacancies by posting such vacancies for three (3) teacher days while school is in session on the bulletin board in the faculty room and accept applications from interested parties; but should no applications be secured, the administration shall have the right to assign a teacher to fill the position, and compensation (if any) shall be in accordance with that agreed upon by the Association and the Board.
- C. Teachers shall remain twenty-five (25) minutes after the close of the school day and be available to students for extra help.

ARTICLE VI, NON TEACHING DUTIES

- A. Staff members shall not be required to drive students to activities which take place away from the school building. A staff member may do so voluntarily with the advance approval of his principal. He shall be compensated at the rate of ten cents (10¢) per mile in 1970-71 and twelve cents (12¢) per mile in 1972-73 for use of his own automobile.
- B. The Board shall arrange for and maintain appropriate insurance to cover all damages, losses and expenses incurred by a teacher against whom any action shall be brought for any act or omission arising out of the authorized use of his automobile while driving students to or from authorized school activities. The Board of Education liability shall not exceed the limit provided for in such insurance contracts.

ARTICLE VII, STAFF SALARY GUIDE

- A. The salaries of all staff members covered by this agreement shall be set forth in Schedule "A", which is attached hereto and made a part hereof.
- B. The compensation for staff members who are appointed by the Board for co-curricular activities shall be

paid the additional compensation as set forth in Schedule "B", which is attached hereto and made a part hereof.

ARTICLE VIII, TEACHER ASSIGNMENTS

- A. All teachers for forthcoming year shall receive their contracts by March 15 or fifteen (15) school days after the conclusion of negotiations between the Board and the Association, whichever is later. Signed contracts are to be returned to the Superintendent's office no later than fifteen (15) school days after receipt of the contract. If not returned by said date the position may be declared vacant.

ARTICLE IX, SICK LEAVE

- A. The term "sick leave" is hereby defined to mean the absence from his or her post of duty, of any staff member because of personal disability due to illness or injury, or because he or she has been excluded from school by the school district's medical authorities on account of a contagious disease or of being quarantined for such a disease in his or her immediate household.
- B. All staff members covered by this agreement shall be allowed sick leave with full pay for a minimum of ten school days in any school year. Medical verification may be required.
- C. If any staff member requires in any school year less than the specified number of days of sick leave with pay allowed, all days of such minimum sick leave not utilized that year shall be accumulative to be used for additional sick leave as needed in subsequent years.
- D. A staff member who has served the school district of Clayton for fifteen (15) years and who has used all available days accumulated for sick leave, shall be paid the difference between his salary and the rate paid to his substitute. The compensation shall be computed at the difference between the teacher's daily rate (1/200 of his yearly salary) minus the substitute's daily pay.
- E. Teachers shall be given a written accounting of accumulated sick leave days no later than the opening day of each school year.

ARTICLE X, TEMPORARY LEAVES OF ABSENCE

- A. All professionally certified staff members shall be entitled to the following temporary non-accumulative leaves of absence each year:
1. Applications for leave under this article must be made two (2) days before taking the leave (except in emergencies).
 - a. The Superintendent may approve up to two (2) days with pay for personal, legal, business, household, or family matters which require absence during school hours.
 - b. Should the Superintendent not approve leave under XA1a, two (2) days without pay for personal, legal, business, household, or family matters which require absence during school hours shall be authorized. In any case, no more than two days shall be taken under Article XA1.
 2. Should the Superintendent deem it necessary for additional leaves of absence, the applicant shall receive the difference between the contractual salary and the substitute's pay. Leave under section XA2 must be requested in advance.
 3. Absence due to death in the immediate family allowed with pay up to a maximum of three (3) days. Immediate family means husband, wife, father, mother, child, brother, sister, mother-in-law, or father-in-law.

NOTE: All deductions shall be based on 1/200 of yearly salary.

ARTICLE XI, SABBATICAL LEAVES

- A. A sabbatical leave shall be granted to eligible professionally certified employees for study, or for other reasons of value to the school system upon recommendation of the Superintendent of Schools and the approval of the Board, subject to:
1. Requests for sabbatical leaves must be received by the Sup't. in writing no later than Dec. 1, and action will be taken on all such requests no later than the first regular scheduled meeting in March of such year preceding the school year for which the sabbatical leave is requested.

2. The certified professional employee requesting a sabbatical leave must have completed at least (9) nine full years of service in the Clayton School District. In addition, the applicant must have evidenced continued professional growth and teaching competency during his years of service in the district.
3. A certified professional employee on an approved sabbatical leave (either for one-half of a school year or for a full school year) shall be paid by the Board of Education at fifty (50%) percent of the salary rate which he would have received if he had remained on active duty.
4. Upon return from sabbatical leave, a teacher shall be placed on the salary schedule at the level which he would have achieved if he remained actively employed in the system during the period of the sabbatical leave.
5. All monies or equal portions thereof paid to a person on sabbatical leave shall be returned to the Board of Education if the person granted the sabbatical leave fails to remain in the employ of the Clayton Board of Education for a period of two (2) complete school years after completion of sabbatical leave.

ARTICLE XII, ENTIRE AGREEMENT

- A. This agreement contains all the agreements between the parties hereto and there are no other oral representation or warranties other than those contained herein. This agreement shall be and is the entire transaction between the parties, all other prior oral agreements other than policy or prior instruments merging into this agreement, all pursuant to Title 34, Chapter 303, Laws of 1968, of the State of New Jersey..

IN WITNESS WHEREOF, the parties hereto have caused these presents to be signed by the proper corporate officers and their corporate seal to be affixed hereto, the day and year above written.

BOARD OF EDUCATION OF THE
SCHOOL DISTRICT OF CLAYTON

By _____
President

ATTEST:

Secretary

Secretary

CLAYTON EDUCATION ASSOCIATION

By _____
President

SCHEDULE A

A. The following schedule shall be in force during the 1971-72 school year.

B. Salary Schedule:

1. For teacher who does not hold a bachelor's degree shall be as provided in Column A.
2. For teachers who hold a bachelor's degree or its equivalent shall be as provided in Column B.
3. For teachers who hold a bachelor's degree and have earned twenty (20) credits after receipt of that degree shall be as provided in Column C.
4. For teachers who hold a bachelor's degree and have earned thirty (30) credits after receipt of that degree shall be as provided in Column D.
5. For teachers who hold a master's degree shall be as provided in Column E.
6. For teachers who hold a master's degree and have earned thirty (30) credits after receipt of that degree shall be as provided in Column F.

<u>YR.</u>	<u>A</u> ND	<u>B</u> BA	<u>C</u> B+20	<u>D</u> B+30	<u>E</u> M	<u>F</u> M+30	<u>INCREMENT</u>
0	7100	7400	7700	7800	8000	8400	---
1	7400	7700	8000	8100	8300	8700	300
2	7700	8000	8300	8400	8600	9000	300
3	8000	8300	8600	8700	8900	9300	300
4	8300	8600	8900	9000	9200	9600	300
5	8600	8900	9200	9300	9500	9900	300
6	8900	9200	9500	9600	9800	10200	300
7	9200	9500	9800	9900	10100	10500	300
8	9500	9800	10100	10200	10400	10800	300
9	9800	10100	10400	10500	10700	11100	300
10	10100	10400	10700	10800	11000	11400	300
11	10400	10700	11000	11100	11300	11700	300
12	10700	11000	11300	11400	11600	12000	300

After 20 years in the Clayton School District, \$100 above Step 12.
 After 25 years in the Clayton School District, \$200 above Step 12.
 After 30 years in the Clayton School District, \$300 above Step 12.

- C. Substitute teachers shall receive the average daily rate of pay as that paid in the surrounding school districts. The surrounding districts shall include Pitman, Glassboro, Monroe Twp., and Southern Gloucester County Regional.
- D. Staff members shall receive one-half tuition up to \$120.00 for graduate credits approved by the administration and Board of Education, payable in March and October, only. Fall courses payable in February; Spring and Summer courses payable in October. A teacher must be in the employ of the Clayton Board of Education on reimbursement date for payment, unless the Clayton Board of Education terminated said teacher's employment prior to reimbursement date.

E. SCHOOL YEAR 1971-72

The Board of Education will provide health care insurance known as the New Jersey Public and School Employees Health Plan. The Board of Education shall pay the full premium for the teacher only. In lieu of the State Health Benefit program, a teacher may elect Washington National Insurance coverage in a like amount. The coverage year shall be September to August 31.

SCHOOL YEAR 1972-73

The Board of Education will provide health care insurance known as the New Jersey Public and School Employees Health Plan. The Board of Education shall pay the full premium for the teacher only plus fifty dollars (\$50.00) toward family coverage if such coverage is selected. In lieu of the State Health Benefit program, a teacher may elect Washington National Insurance coverage under a Washington National plan selected by the CEA not to exceed employee single coverage costs. (CEA may elect only one plan and members participating must select that plan to be eligible for board payment). The coverage year shall be September to August 31.

- F. Teachers may expend twenty dollars per year for incidental supplies payable in December and June upon presentation of written receipts with voucher.

SCHEDULE B

The salary schedule for co-curricular activities for the 1971-72 school year shall be:

ATHLETIC DIRECTOR: \$950.

BOYS SPORTS:

Football:	
Head Coach	800.
Asst. Coach	475.
Asst. Coach	475.
Freshmen Coach	400.
Freshmen Coach	400.
Basketball:	
Head Coach	650.
Asst. Coach	375.
Freshmen Coach	350.
Wrestling:	
Head Coach	600.
* Asst. Coach	375.
Baseball:	
Head Coach	550.
* Asst. Coach	350.
Track:	
Head Coach	500.
* Asst. Coach	300.
Cross-Country:	
Head Coach	300.

GIRLS SPORTS:

Hockey:	
Head Coach	400.
* Asst. Coach	250.
Basketball:	
Head Coach	400.
* Asst. Coach	300.
Cheerleaders:	
Head Advisor	250.

BAND AND CLIPPERETTES:

Director 600.

*If an assistant coach is not available, the head coach will receive a portion of the salary budgeted for the assistant upon the recommendation of the administration.

Coaches for fall sports are to be paid on December 15. A.D. one-third
Coaches for winter sports are to be paid on March 15. A.D. one-third

Coaches for spring sports are to be paid either on June 15 or the last day of school. A.D. one-third.

Cheerleader advisor - one-half December 15 and March 15.

Band and Clipperettes - one-half December 15 and March 15.

CLASS ADVISORS:

Grade 12	\$150.
Grade 11	125.
Grade 10	100.
Grade 9	75.
Grade 8	75.
Grade 7	75.
	<u>\$600.</u>

ADVISORS:

Yearbook	\$350. plus released time or 500. but no released time
Financial	150.
Newspaper	150.
Dramatics (2 plays)	400.
Student Council - (if full-time	100. asst. prin. position)
Dean of Students - (if not	500. available)
Director Student Activities	350.
Safety Patrol	100.
Related Areas	250.
Intramural sports - Boys	150.
Intramural sports - Girls	150.

CLUBS:

Twelve clubs @ \$100. - Minimum of 10 students - Meet 24 times per year. Clubs to be determined by Board approval. \$1200. Minimum meeting 24 hours.

CURRICULUM CHAIRMAN:

Fifty (\$50.) dollars for curriculum chairman plus \$5. per teaching assignment for curriculum area members exclusive of chairman.

Four Elementary Curriculum Chairman @ \$100. each

SUMMER MUSIC PROGRAM:

Director \$ 400. *

All above to be paid June 15 or last day of school.

* Director summer music upon completion of program on or about August 15.