

Clinton Board of Education

AGREEMENT BETWEEN THE

BOARD OF EDUCATION OF THE [REDACTED]

AND THE

CLINTON PUBLIC TEACHERS' ASSOCIATION

[REDACTED]

TOWN OF CLINTON NEGOTIATED AGREEMENT

SECTION I - PREAMBLE

This Agreement is entered into this 10th day of April, 1987 by and between the Board of Education of the Town of Clinton, New Jersey, hereinafter called the "Board," and the Clinton Teachers' Association, hereinafter called the "Association."

SECTION II - RECOGNITION

a. Exclusive Representation

The Board hereby recognizes the Association as the exclusive representative for collective negotiations concerning the terms and conditions of employment of all the full or part-time positions listed below, whether under contract, or on leave, employed, or to be employed, by the Board for the 1987-1989 school years:

Classroom Teacher
Physical Education Teacher
Music Teacher
Librarian
Supplemental Teacher
Art Teacher
Nurse
Speech Teacher
Special Education Teacher
Guidance Counselor

Any position not specifically referred to above is deemed excluded through this Agreement.

b. Definition of Teacher

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

SECTION III - NEGOTIATION PROCEDURE

a. Initiation of Negotiations

The parties agree to enter into collective negotiations, as long as the Association represents a majority of professional employees, over a successor agreement under Chapter 123, Public

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Laws 1974, in good-faith efforts to reach agreement on all matters concerning terms and conditions of teachers' employment. Such negotiations should begin according to the time lines set by the Public Employment Relations Commission.

b. Data

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

c. Selection of Negotiators

Each party shall select representatives with the authority to negotiate. However, all tentative agreements are subject to ratification by the Board and the Association.

d. Amendments/Modifications

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

e. Other Organizations

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

SECTION IV - GRIEVANCE

a. Definitions

1. A grievance is a claim by a teacher or the Association based upon the interpretation, application or violation of Board policy, this Agreement or an administrative decision affecting the terms and conditions of employment of a teacher or a group of teachers.

2. Arbitration shall be final and binding on both parties and can only be based upon the interpretation, application, or violation of an expressed provision of this Agreement.

3. An "aggrieved party" is the person, persons or the Association making the claim.

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b. Purpose

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

c. Procedure

Time frame and sequence for grievances; all days indicated are calendar days. The following must be concluded on or before the day indicated. Steps must be taken in sequence. No steps may be omitted. Time limits and sequence may be modified by written agreement.

Failure at any step of this procedure to appeal a grievance to the next step with the specified time limits shall be deemed to be acceptance of the decision tendered at that step.

<u>Step</u>	<u>Day</u>	
1	1	Date of the grievable act.
2	30	File written grievance with the Superintendent.
3	40	The Superintendent shall deliver a written reply to the aggrieved person.
4	50	The aggrieved person(s) shall deliver to the Board of Education Secretary a written request for a hearing before the Board.
5	65	The Board shall meet with the aggrieved person(s) to hear their grievance.
6	75	The Board shall deliver its decision in writing to the aggrieved person(s).
7	90	If the Board decision is unacceptable, a written request to arbitrate shall be submitted by the grievant to the Board of Education secretary.
8	105	A mutually agreed-upon arbitrator shall be selected and his acceptance received or the selection shall proceed in accordance with the rules and regulations of the Public Employment Relations Commission.

The times, dates, and locations for the arbitration hearings and decision shall be set by agreement of the arbitrator, the aggrieved party and the Board.

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d. Rules of Arbitration

1. Each party to the arbitration shall bear its own expense, except that the fee and expenses of the impartial arbitrator shall be shared equally by the Board of Education and the Teachers' Association.

2. An arbitration decision shall apply only to the grievance which is being arbitrated, and shall not create any additional liability against either the Board of Education or the Grievant.

3. The arbitrator's authority shall be limited to applying and interpreting the express terms and conditions of this Agreement. The arbitrator shall not have authority to deal with wage rates, or to add to, subtract from, or otherwise amend the terms of this Agreement.

e. General Rules

1. All meetings and hearings under this procedure shall be confidential (conducted in private), and shall include only such parties concerned and their designated or selected representatives.

2. 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.

3. The grievance shall be submitted on the approved grievance form included in the staff handbook.

5. SECTION V - PRIVILEGES AND RESPONSIBILITIES OF THE ASSOCIATION

a. Association Business

Association business may be conducted on school premises provided it does not interfere with the normal scheduled classes or assignments of a teacher.

b. Association Meetings

The Association and its representatives may use the school building and equipment with the approval of the Superintendent. The Association shall assume the responsibility for damage or destruction to the school building or equipment exclusive of normal use.

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c. Posters and Announcements

Posters or announcements pertaining to Association affairs shall not be posted on bulletin boards in any area accessible to the public or to the students unless such have been approved by the Superintendent.

d. Association Bulletin Board

The Association shall have, in the school building, the exclusive use of a bulletin board, the location to be in the teachers' room.

e. School Mail

The Association shall have the privilege of using school mail boxes for pertinent Association business as it deems necessary. The administration is not responsible for Association mail.

SECTION VI - SCHOOL CALENDAR

a. Calendar Preparation

The school calendar shall be established by the Board upon recommendations of the Superintendent after consultation with representatives of the Association.

b. Days per Year

It is suggested by the Association that the in-school year will not consist of more than 185 days, including one day for orientation. Upon adoption, no further adjustments will be made without the further consultation of both Board and Association, and final determination of calendar adjustments will be made by the Board of Education.

SECTION VII - TEACHING HOURS AND TEACHING LOADS

a. School Hours

Teachers are expected to devote to their assignments the time necessary to meet their responsibilities. Teachers shall not be expected to work beyond the regular seven-hour in-school day without additional compensation, except for teachers' meetings, conferences, and other meetings compiling and writing reports.

b. Lunch Periods

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

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

c. Preparation Time

Classroom teachers shall, in addition to their duty-free lunch period, have preparation time during which they shall not be assigned to any other duties, of a least forty minutes per day.

d. Notice of Meetings

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

e. Evaluation of Teachers

1. All observation of the work performance of a teacher shall be conducted openly and with full knowledge of the teacher.

2. A teacher shall be given a copy of any class visit or evaluation report at the time of the conference. Reports shall be signed by the evaluator and the teacher. The teacher shall receive a copy of such reports.

3. Any complaint regarding a teacher made to any member of the administration by any parent, student or other person which is used in any manner in evaluating a teacher shall be promptly investigated and called to the attention of the teacher. The teacher shall be given an opportunity to respond to and/or rebut such complaint.

SECTION VIII - TEACHER ASSIGNMENT

a. Notice of Employment Law

The Board in accordance with Title 18A will give each non-tenured teacher a timely written notice that such employment will or will not be offered for the succeeding year.

b. Voluntary Reassignment

1. Within one week after a known vacancy for the following year shall occur, the Board shall notify the Association by posting on the bulletin board such position.

2. Teachers who desire a change in grade and/or subject assignment may file a written statement of such desire with the Board within one week of such posting. Such statement shall include the grade and/or subject to which the teacher desires to be assigned.

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3. If the request for reassignment is not granted, the teacher may meet with the Superintendent to discuss the matter. If the meeting with the Superintendent does not prove satisfactory, the teacher may meet with the Board. These meetings shall not delay the Board's actions.

c. Involuntary Reassignment

1. Notice of involuntary reassignment shall be given to teachers as soon as practicable.

2. A reassigned teacher may meet with the Superintendent to discuss the matter. If the meeting with the Superintendent does not prove satisfactory, the teacher may meet with the Board. These meetings shall not delay the Board's actions.

SECTION IX - ADDITIONAL BENEFIT PAYMENTS

a. Mileage Reimbursement

The Board will pay .20 per mile to any teacher using their car on a trip which the Board shall determine necessary to school business, as approved by the Superintendent.

b. Expenses

Necessary expenses, as approved by the Superintendent, incurred by teachers on field trips and class trips approved by the Superintendent will be reimbursed by the Board.

c. Advanced Degrees

If a teacher obtains a higher degree or equivalent as specified by the salary guide, that teacher will be placed on the proper place on the guide in September or February after attainment of such degree and notification of such attainment is received by the Superintendent.

d. Tuition Reimbursement

The Board will pay in any one school year up to a maximum of 12 credits of tuition cost at the State University rate for teacher training courses. These courses should be applicable to teaching assignments or specialties available at Clinton Public School and the courses shall be completed during that year by any teacher holding a permanent certificate, with prior written approval of the Superintendent.

Payment shall be made upon receipt of transcript containing grades of an A, B, or Pass in a Pass/Fail system and a cancelled check provided the said teacher is still an employee of the Town of Clinton School District. The Board suggests that each teacher take at least two courses in five years.

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e. Textbook Reimbursement

The Board will reimburse teachers for the full cost of textbooks purchased in fulfillment of requirements for any course which qualified for tuition reimbursement above, if such textbooks are donated to the professional collection of the school library. The Board will pay half the cost of such textbooks which a teacher wishes to retain for personal use. Said reimbursement shall not exceed \$30.00 per teacher per year.

SECTION X - PROFESSIONAL COMPENSATION

a. Salary

The salaries of teachers covered by this Agreement are set forth in Schedules A and B which are attached hereto and made a part of this Agreement.

b. Placement on the Guide

All employees under the category "teacher," including special fields, will be placed on guide according to their educational qualifications and years of teaching experience.

c. The Board may hire new teachers at such salary as may be agreed between the parties provided it shall not be less than the minimum salary on Schedule A and not greater than the salary determined with paragraph "a" and "b" above. Upon entering into the fourth contract, their salary shall be determined in accordance with paragraph "a" and "b."

d. Exception

Teachers employed prior to September, 1974 with 30 or more graduate credits as of September, 1974 will be included on MA/MS scale.

e. Military and Other Service

All previous years of state certified professional experience, up to four years military service, and two years of alternate civilian service required by the Selective Service System will be counted for placing teachers on guide.

f. Method of Payment

1. Ten Month

Each teacher employed on a ten-month basis shall be paid in twenty equal semi-monthly installments. Payroll checks will be distributed on the tenth and twenty-fifth day of each month.

2. Automatic Payroll Savings Plan

Each teacher may individually elect to have a portion of their monthly salary deducted from their pay. These funds shall be deposited in an interest-bearing account each pay day. These funds shall be paid to the teacher upon demand or to the teacher's estate.

3. Exceptions

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

4. Final Day

Each teacher shall receive their final pay on their last working day in June.

SECTION XI - CO-CURRICULAR PROGRAM GUIDE

The Board of Education may offer after-school activities to broaden varied students' interests. Teacher-initiated proposals will be made in writing to the Superintendent, and submitted to the Board for approval.

- a. Programs offered shall start at the end of the school day and end by 4:45 for a period of either 8 or 16 sessions. Compensation will be at the rate of \$225 for an 8-session program, or \$450 for a 16-session program.
- b. Boys' and girls' sports programs and cheerleading shall be paid at the rate of \$300 per month of season.
- c. The Safety Patrol Advisor shall be compensated at the rate of \$675 per year.
- d. The Student Council Advisor shall be paid \$250 per year.
- e. The Magazine Drive Advisor shall be paid \$130 per year.
- f. The AVA film coordinator shall be paid \$125 per year.
- g. Extra supervisory personnel, approved by the Superintendent, shall be paid \$15 per activity per day when the activity immediately follows the school day. When an activity requires personnel to return at a later time, the rate will be \$30 per activity per day.
- h. Curriculum development work shall be paid at the same hourly rate as summer school.

SECTION XII - INSURANCE PROTECTION

a. Health Care Protection

The Board shall provide the following health care insurance protection:

1. For teachers who remain in the employ of the Board for the full school year, the Board shall make payment of full individual or full family insurance premiums as appropriate to provide insurance coverage for the twelve-month period commencing September 1st and ending August 31st.

2. The Board will pay the full premium for teachers and their dependents for the New Jersey Public and School Employees Health Benefits Plan (Blue Cross, Blue Shield, and Major Medical).

b. Health Care Information

The Board shall provide to each teacher a description of the health care insurance coverage provided under this article as soon as possible.

c. Dental/Prescription Plans

The Board shall pay the premiums for a prescription drug plan with a \$2.00 co-pay and dental insurance coverage for all teachers and their dependents in an amount not to exceed an average of \$420 per employee in 1987-1988 and an average of \$462 per employee in 1988-1989.

SECTION XIII - PERSONAL LEAVE

a. Benefits

1. Personal Sickness per state law.

18A:30-2. "Sick leave with full pay for minimum of ten school days in any school year." 18A:30-3. "All days of minimum allowable sick leave not utilized in any year shall be cumulative to be used for additional sick leave in subsequent years."

1a. Effective July 1, 1987, any teacher who retires according to the provisions of the TPAF and has 15 years of service in the Town of Clinton School District shall be eligible for payment for unused sick leave.

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- 1b. Sick days eligible for reimbursement shall have been accumulated in the Town of Clinton School District. Beginning September 1, 1987, 50% of accumulated sick leave days will be reimbursed at the current substitute rate. Said payment shall be paid to the retiree or his/her estate no later than January 10 of the school year following retirement.
- 1c. In order to be eligible for said payment on January 10, a teacher must notify the Board by December 15 or six months prior to the actual date of retirement, whichever is earlier. If notification comes after that date, reimbursement will be made to the retiree or his/her estate the following January 10.

2. Serious Illness in the Immediate Family - 3 school days per year.

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

3. Death in the Immediate Family - 5 school days.

That is, father, mother, father-in-law, mother-in-law, brother, sister, child, husband, wife, grandparents, grandchildren, steprelatives per incident, or any other member of the immediate family.

4. Death of other relative not listed above - 1 school day per relative.

5. Court subpoena - number of days specified.

6. Marriage of a teacher - 2 school days.

7. Personal business - 2 school days.

Up to two school days may be taken for business which cannot be handled after school hours upon prior notification to, and approval by, the Superintendent. It is understood by the parties that personal business may be taken without reason given, and that the Superintendent's right of approval is for scheduling purposes only.

8. Legal proceedings - Time necessary for any appearance in legal proceedings connected with the teacher's employment or with the school system. In the event of a legal suit between the Board and a teacher, the teacher will receive full pay for days of court appearance only if the teacher is found not guilty of any offense or wins the judgement against the Board.

9. U.S. Reserve or National Guard

Time necessary for persons called into temporary active duty of any unit of the U.S. Reserve or the State National Guard, provided such obligations cannot be fulfilled on days when school is not in session. A teacher shall be paid up to two weeks' salary, less the military pay, once a year.

10. Professional Business

The Superintendent shall have the power to excuse a teacher for professional business for an absence other than sickness without loss of pay.

11. Death in the School System

In the event of the death of an adult or student, presently or formerly associated with the school system, a mutual decision will be reached by the CTA president and the Superintendent concerning representation at the funeral services.

12. Part-time Teachers Leave

Part-time teachers are to be entitled to leave proportionate to the number of days they work per week on the basis of full-time teachers. Sick leave is to be accumulative.

13. Disability and Child Care

A teacher who anticipates a disability shall notify his/her supervisor of the estimated date of disability, confirmed by a physician, as soon as practical. This notification shall include, in the case of pregnancy, an anticipated delivery date. No later than 60 days prior to the anticipated delivery date, the teacher shall request a leave of absence. Accumulated sick leave may be utilized during any period of disability. When the teacher on leave and her physician determine that she is able to return to duty, a written statement shall be supplied, indicating the teacher's fitness to return.

The Board may grant an unpaid leave of absence for the purpose of infant care. Request for infant care leave shall be made at least one month prior to the anticipated start of leave. Return from an infant care leave shall be on the first school day in January or September. An employee will not be advanced on the salary guide or accrue benefits for any year in which an infant care leave includes more than ninety school days.

14. Other Leaves or Absences

Other leaves or absences without pay may be granted by the Board for good reason, such as health, education, and personal advancement. Cases involving health must be requested in writing from a doctor. These leaves, if possible, should not be more than one school year, with adequate notice given to the Board. Intention of returning on September 1st must be submitted in writing to the Board of Education by March 1st of that calendar year. Health cases wishing to return must present a doctor's certificate of health.

15. "Carry-over" Sick Leave

There will be no carry-over sick leave from other districts.

16. Sabbatical Leave

Sabbatical leave may be granted to a teacher by the Board to enhance and improve the teacher's value to the district. This leave is subject to the following conditions:

- a. Dates - A sabbatical leave may be granted to one teacher at any one time between September 1 and June 30.
- b. Request for a Sabbatical - Request for a sabbatical leave must include a detailed description of the program and must be received by the Superintendent in writing in such form as may be mutually agreed upon by the Association and the Superintendent no later than December 15 and action must be taken on or before the regular January 15 meeting of the school year preceding the school year for which the leave is requested. A report upon return after the leave is required.
- c. Length of Service - The teacher has completed at least seven full years of service in the Town of Clinton School District.
- d. Salary Reimbursement - A teacher on sabbatical leave for half-year will be paid full salary; a teacher on sabbatical leave for a full year will be paid half salary. The method of reimbursement will follow the prescribed pay periods. Benefits for a teacher on sabbatical will be maintained.
- e. Return from Sabbatical - Upon return from sabbatical leave, a teacher shall be placed on the salary schedule at the level which he would have achieved had he remained actively employed in the system during the period of absence.

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f. Two Year Contract - Any teacher granted a sabbatical leave shall upon notice of said grant sign a two-year contract. The first year of said contract shall be the sabbatical year.

SECTION XIV - FAIR DISMISSAL PRACTICES

a. Fair Dismissal Rights

It is the belief of the Board and the Association that fair dismissal rights should be accorded all tenure teachers and that the employment status of any tenure teacher should not be altered to the teacher's detriment (increment withheld, suspension, non-renewal of contract, or dismissal) or as provided by law and then only with a meeting with the Superintendent or Board, if desired, that guarantees to protect both the teacher and the Board.

SECTION XV - DURATION OF AGREEMENT

a. Dates

This agreement shall be effective as of September 1, 1987 and shall continue in effect until June 30, 1989.

b. Copies of the Agreement

Copies of this Agreement shall be reproduced within thirty days after the Agreement is signed and presented to all teachers now employed, hereafter employed and may be examined by persons considered for employment by the Board.

c. Periodic Meetings

Whenever any notice is required to be given by either of the parties of this Agreement to the other, pursuant to the provisions of the Agreement, either party shall do so in writing. The Board and the Association should meet periodically to review the contract and to discuss items of mutual interest. Such meetings may be called by either party at a mutually agreed time with two weeks' notice. A written agenda will be presented prior to the meeting.

SECTION XVI - RIGHTS OF THE BOARD

a. The Rights of the Board

The Board reserves to itself sole jurisdiction and authority over matters of policy and retains the right, subject only to the limitations imposed by the language of this Agreement, in accordance with applicable laws and regulations, to:

1. direct employees of the school district;

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2. hire, promote, transfer, assign, and retain employees in positions in the school district and, for just cause, to suspend, demote, discharge, or take other disciplinary action against employees;
3. relieve employees from duty because of lack of work or for other legitimate reasons;
4. maintain the efficiency of the school district operations entrusted to them;
5. determine the methods, means and personnel by which such operations are to be conducted, and
6. take whatever actions may be necessary to carry out the mission of the school district in situations of emergency.

b. Press Release

It is understood by all parties that the Association and the Board expressly agree that negotiations will be conducted without the use of pressure tactics or any practice generally defined within the term "sanctions." The parties also agree, during the period of negotiations, that the only publicity accorded the negotiations by the parties will consist of a joint press release or, in the event the parties are unable to agree upon wording, a joint press release stating that "No progress has been made."

c. Law

It is understood by all parties that under the ruling of the Courts of New Jersey and the State Commissioner of Education, the Board of Education is forbidden to waive any rights or powers granted it by law. Any section of the negotiated agreement which has been nullified by court decision or legislative action will be deleted. The remainder of the contract will remain in effect for the duration of the Agreement.

d. Agreement

The parties agree to follow the procedures outlined in the Agreement, and to use no other channels to resolve any question or proposal until the procedures within this Agreement are fully exhausted.

SECTION XVII - APPROVAL

In witness whereof the Association has caused this Agreement to be signed by its President and Secretary, and the Board has caused this Agreement to be signed by its President, attested by its Secretary, and its corporate seal to be placed hereon, all on the day and year first above written.

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CLINTON TEACHERS' ASSOCIATION

Susan M Keller
Signature of President

Ada F. Lath
Signature of Secretary

TOWN OF CLINTON BOARD OF EDUCATION

John M. Perry
Signature of President

Linda A. Williamson
Signature of Secretary

The President and Secretary of the Association take this action for the Association, which gave its approval on the 10th day of April, 1987.

