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DIVISION OF
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THIS BOOK DOES
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AGREEMENT

between

BOARD OF EDUCATION,

CLIFTON, NEW JERSEY

AND

CLIFTON TEACHERS' ASSOCIATION

CLIFTON, NEW JERSEY

JULY 1, 1969 20



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1. 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 best education of the children, we do hereby declare that:

The Board of Education, under law, has the final responsibility of establishing policies for the District,

The Superintendent and his staff have the responsibility of carrying out the policies established,

The professionally certificated teaching personnel have the ultimate responsibility if providing the best possible education in the classroom,

The participation of the staff in the establishment of personnel policies is recognized as a democratic concept conducive to high morale.

2. ACKNOWLEDGMENT

This agreement entered into this first day of July, 1969, by and between the Board of Education of Clifton, New Jersey, hereinafter called the Board, and the Clifton Teachers' Association, hereinafter referred to as the Association, shall continue in effect until June 30, 1970, subject to the rights herein contained, in consideration of the following mutual covenants, it is hereby agreed as follows:

3. RECOGNITION

Upon the annual submission of written documentation of representation, the Board hereby recognizes the Clifton Teachers' Association as the sole and exclusive representative for collective negotiation concerning the terms and conditions of employment for all certificated teachers, whether under contract, on leave, or on a per diem basis employed by the board. This includes Nurses, Coordinators and/or Department Chairmen, Guidance Counselors, and Special Services Teachers.

4. NEGOTIATION PROCEDURE

A. The parties agree to enter into collective negotiations over a successor Agreement in accordance with Chapter 303, Public Laws 1968 in a good faith effort to reach agreement on all matters concerning the terms and conditions of teachers' employment. Such negotiations shall begin immediately after June 30 but not later than October 1 of the calendar year preceding the calendar year in which this Agreement expires. Any agreement so negotiated shall apply to all teachers, be reduced to writing, ratified and signed by the Association, and signed and adopted by the Board.

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F. 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.

G. Should a mutually acceptable amendment to this Agreement be negotiated by the parties, it shall be reduced to writing, 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.

H. All benefits accrued to date shall remain in full force and effect unless a change is provided for in this agreement.

I. The Board shall inform the Association within 10 days of its notification of the amount to be received in state and/or federal funds, applicable to the terms of this agreement over and above those previously anticipated for the current budget year.

5. ASSOCIATION RIGHTS AND PRIVILEGES

A. The Board agrees to furnish to the Association in response to reasonable requests from time to time all available information concerning the financial reports and audits, register of certificated personnel, tentative budgetary requirements and allocations, agendas and minutes of all Board meetings, census data, names and school stations of all teachers, and such other information that shall assist the Association in developing intelligent, accurate, informed and constructive programs on behalf of the teachers and their students together with information which may be necessary.

for the Association to process any grievance or complaint. The Board shall submit only that information that is under the realm of public information.

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 shall suffer no loss in pay.

C. Representatives of the Association, the New Jersey Education Association and the National Education Association shall be permitted to transact official Association business on school property at reasonable times provided that this shall not interfere with or interrupt normal school operations. Notification should be given to the Superintendent in advance and permission received. The Association and its representatives shall have the right to use school buildings at all reasonable hours for meetings.

Notification should be given to the Superintendent at least three (3) school days in advance.

D. The Association shall have the right to use school facilities and equipment at reasonable times when such equipment is not otherwise in use. Approval of the school principal shall be obtained.

E. 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 to be posted on such bulletin boards shall be approved by the Association Executive Board.

F. The Association shall have the right to use the inter-school mail facilities and school mail boxes as it deems necessary. It is understood, however, that school mail has priority at all times.

G. Whenever any teacher is required to appear before the Superintendent, Board or any committee or member thereof concerning any matter which could adversely affect the continuation of that teacher in his office, position or employment or the salary or any increments pertaining thereto, then he shall be given written notice of the meeting.

H. A copy of all future administrative notices pertaining to teachers will be sent to the Association.

I. Association delegates and executive members are permitted to leave their respective buildings at student dismissal time for attendance at regularly scheduled Association meetings-not to interfere with normal school activities.

6. GRADUATE STUDY ALLOWANCE

REIMBURSEMENT FOR TEACHER EDUCATION

The Board of Education has agreed to reimburse every tenure teacher for any number of graduate credits taken at an approved college or university immediately after completion of the accredited course.

Teachers have the obligation to serve in the system until the number of credits, paid for, reaches the credit years shown on the scale below:

<u>Number of Credits Taken</u>	<u>Number of Obligated Years after Completion of Reimbursed Credits</u>
0-8	1
9-16	2
17-24	3
25-32	4
33-40	5
41-48	6
49-56	7
57-64	8

If a teacher desires to leave prior to reaching the years shown on the Year-Credit scale, the teacher must reimburse the Board for the difference in the dollar monies received and the monies allowed per scale.

However, emergencies cancel out the obligations.

Such emergencies are:

1. Distant transfer of spouse causing employee resignation.
2. Illness or disability causing retirement.
3. Death.
4. Any other valid reason subject to Board of Education approval.

After successful completion of the approved courses, the teacher will be reimbursed for registration and course credits only. Basically the same conditions that apply for the six year qualifications will hold for this program.

While the choice of subject and school remains with the teacher, approval must be given by the administration.

College course credits to be approved for reimbursement, degree attainment, and/or 6th year level equivalency must be successfully completed and shall have been obtained at fully-accredited colleges and universities recognized by the New Jersey State Department of Education. There are six recognized regional accrediting agencies for colleges and universities: Middle States Association of Colleges and Secondary Schools, Southern Association of Colleges and Secondary Schools, North Central Association of Colleges and Secondary Schools, Northwest Association of Colleges and Secondary Schools, Western Association of Colleges and Secondary Schools, and New England Association of Colleges and Secondary Schools.

Teachers are eligible to receive reimbursement subject to the following rules and stipulations:

1. Eligibility becomes effective with tenure year.
2. Applicants must pass courses for which reimbursement is sought.
3. The approved study categories which apply and for which credit has been given in the past are as follows:

- a. Majors and Minors in teaching fields.
 - b. Administration and Supervision of Education
 - c. Educational Curriculum
 - d. Auxiliary Educational Services
 - e. Special Education
 - f. Audio-Visual Education
 - g. Library Science
 - h. Remedial Reading
 - i. If any doubt exists as to whether a course falls into any of the above categories, approval shall be sought of the Superintendent.
4. Courses when completed must be approved by the Superintendent of Schools.
 5. Payment will be made for tuition and registration costs only.
 6. Teachers receiving sabbatical leaves will not be eligible for course reimbursement for that year.
 7. Teachers must be employed by the Board to receive payment.
 8. Reimbursement Procedures: Submit a request to the Superintendent for reimbursement which includes the following information:
 - a. Course Number
 - b. Title
 - c. Credit Hours
 - d. Graduate level designation
 - e. Course DescriptionClip from catalog or reproduce that portion listing above information.
 - f. Official Transcript
 - g. Validated voucher showing tuition, parking (if any), late fee, deferred fee, registration fee, etc.
9. Board will pay within ninety days after proper submission of a request for payment voucher. This voucher must be accompanied by all supporting documents.

7. GRIEVANCE PROCEDURE

LEVEL 1.

- A. Any employee who has a grievance shall discuss it first with his principal (or his immediate superior or department head, if applicable) 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 may set forth his grievance in writing with supporting reasons to the principal. The principal shall communicate his decision to the employee in writing with supporting reasons within six (6) school days.

LEVEL 2.

- A. If the aggrieved person is not satisfied with the disposition of his grievance at Level One, or if no decision has been rendered within six (6) school days after presentation of the grievance, he may file the grievance in writing with the Chairman of the Association's Committee on Professional Rights and Responsibilities (hereinafter referred to as the "PR&R Committee"), within six (6) school days after receiving the decision at Level One or twelve (12) calendar days after the grievance was presented, whichever is sooner. Within six (6) school days after receiving the written grievance, the PR&R Committee shall refer it to the Superintendent of Schools.
- B. If the PR&R Committee determines that the grievance is without merit, it will so advise the employee and a copy of its findings, along with the grievance shall be forwarded to the Superintendent.

LEVEL 3.

The appeal to the Superintendent must be made in writing with supporting reasons and must set forth the grounds upon which the grievance is based. The Superintendent or his designated representative shall arrive at a decision within ten (10) school days of receipt of the written appeal. The Superintendent shall communicate his decision in writing, along with reasons, to the aggrieved person, and also a copy to the PR&R Committee. In the event it is not possible to arrive at a decision within the ten school days, the Superintendent shall communicate his reasons in writing to the teacher and the PR&R Committee, indicating therein the expected date of decision.

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.

B. ARBITRATION OF THIS AGREEMENT

Any dispute that pertains to those items that arise out of the administration of this agreement is subject to arbitration in accordance with the following procedure:

A. Written notice of submission to arbitration may be given by either party of this agreement.

B. Within ten (10) school 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. If the parties are unable to agree upon an arbitrator or to obtain such a commitment within the specified period, a request for a list of arbitrators may be made to the American Arbitration Association by either party. The parties shall then be bound by the rules and procedures of the American Arbitration Association in the selection of an arbitrator.

C. The arbitrator so selected shall confer with the representatives of the Board and the Association and hold hearings promptly and shall issue his decision not later than twenty (20) days from the date of the close of the hearings or if oral hearings have been waived, then from the date the final statements and proofs on the issues are submitted to him. The arbitrator's decision shall be in writing and shall set forth his findings of fact, reasoning and conclusions 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.

D. 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.

9. TEACHER AIDES

The Board of Education agrees to hire by September 1, 1969, a sufficient number of teacher aides so that all elementary teachers will have a duty-free lunch and playground period from 11:45 a.m. to 12:35 p.m.

Any assigned coverage by teachers during this lunch period will only be necessitated in order to comply with State law.

10. CURRICULUM IMPROVEMENTS

A. The Association may submit suggestions concerning changes or improvements, in writing, to the Superintendent of Schools. The Superintendent, within 30 days, will return to the Association his advice and opinion in writing. This would include his agreement to or disagreement with the proposal.

B. If the Association remains unsatisfied with the Superintendent's consideration of the matter, then it may be brought to the Board which would meet for discussion of these proposals not more than once every two months.

C. It is agreed that not more than three (3) suggestions be submitted per month.

11. MEDICAL INSURANCE

The Board agrees to pay full premiums in effect on July 1, 1969, for each employee and his family covered by this agreement for coverage in the Blue Cross - Blue Shield Plans of New Jersey, including Rider J and the Major Medical coverage as offered by the Connecticut General Life Insurance Company.

However, it is further agreed that the Board reserves the right, during the term of this contract, to revert this program to a private carrier plan. It is further mutually agreed that any new program or plan will be equal to or better than those presently in effect and that any changes will carry with it the right to examination and approval of the Association.

12. SABBATICAL

- A. Professional personnel with seven or more years of service will be eligible for a sabbatical leave. At the option of the individual, the leave will be granted for one or two school semesters at 50% of full salary applicable to the school year in which the sabbatical leave is taken.
- B. 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 such as the Princeton Testing Service. The basis for selection will be a comprehensive application and not a competitive examination.
- C. The sabbatical study program must be a full school year's course program with a minimum of 75% of the credits required by the university or college if the candidate has already compiled educational credits beyond the bachelor's or master's degree. In the event of doctoral study, the requirement is modified to permit semester hour credits for dissertation research as provided for by the university.
- D. The college or university selected for sabbatical must be accredited by one of the following accrediting associations:
- Middle States Assoc. of Colleges & Secondary Schools
 - New England ACSS
 - Southern ACSS
 - North Central ACSS
 - Northwest ACSS
 - Western ACSS
- E. All employees who receive a sabbatical leave will contractually obligate themselves to the Clifton School system for a minimum of three years of service.
- F. Sabbatical leave applications must be submitted on or before December 1, of the school year prior to the desired sabbatical year.

13. MISCELLANEOUS

- A. Elementary teachers may be released to do professional work when their classes are being taught by the physical education teachers with the principal's permission.

B. Elementary teachers will be relieved of as much non-professional clerical work as possible. Such work is to be given to the school office personnel.

14 A. TEACHERS' SALARY SCHEDULE 1969-70

<u>STEP</u>	<u>NON-DEGREE</u>	<u>BACHELOR</u>	<u>MASTER</u>	<u>SIXTH</u>	<u>DOCTORATE</u>
1	6,500.	6,800.	7,344.	8,000.	8,480.
2	6,850.	7,166.	7,739.	8,431.	8,937.
3	7,200.	7,532.	8,135.	8,861.	9,393.
4	7,550.	7,898.	8,530.	9,292.	9,850.
5	7,900.	8,264.	8,926.	9,723.	10,306.
6	8,250.	8,631.	9,321.	10,154.	10,763.
7	8,600.	8,997.	9,716.	10,584.	11,219.
8	8,950.	9,363.	10,112.	11,015.	11,676.
9	9,300.	9,729.	10,507.	11,446.	12,133.
10	9,650.	10,095.	10,903.	11,876.	12,589.
11	10,000.	10,461.	11,298.	12,307.	13,046.
12	10,350.	0,827.	11,693.	12,738.	13,502.
13	10,700.	11,193.	12,085.	13,169.	13,959.
14	11,050.	11,560.	12,485.	13,600.	14,416.

14 B. NURSES' SALARY GUIDE

<u>STEP</u>	<u>AMOUNT</u>
1	\$4,961
2	5,361
3	5,761
4	6,161
5	6,561
6	6,961
7	7,361
8	7,761
9	8,269

14 C. COORDINATORS' SALARY GUIDE

Subject Coordinator

1.05 of equivalent teacher salary (step and degree).
New coordinators must hold master's degree.

Student Activities and Instructional Aids Coordinator

1.04 of equivalent teacher salary (step and degree).
New coordinators must hold master's degree.

14 D. REDUCTION OF STEPS

It is agreed that the 1970-71 salary guide shall be reduced to thirteen (13) steps while maintaining at least the same minimum maximum guide ratio.

In witness whereof the parties hereto have caused this agreement to be signed by their respective presidents, attested by their respective secretaries and their corporate seals to be placed hereon, all on the day and year first above written.

CLIFTON TEACHERS' ASSOCIATION

By John Q. Bodinus
President

By Annelle Quenna
Secretary

Seal

CLIFTON BOARD OF EDUCATION

By W. H. Wilson
President

By Samuel D. Street
Secretary

Seal

