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AGREEMENT
BETWEEN THE
TOWN OF CLINTON BOARD OF EDUCATION
AND THE
CLINTON TEACHERS ASSOCIATION
FOR THE
SCHOOL YEARS 1976-1978

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PREAMBLE

1. Section I

This Agreement is entered into this 11th day of February 1976, 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."

RECOGNITION

2. Section II

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 personnel listed below, whether under contract, or on leave, employed, or to be employed by the Board for the 1976-1978 school years:

Classroom Teacher
Physical Education Teacher
Music Teacher
Librarian
Reading Teacher
Art Teacher
Nurse

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.

NEGOTIATION PROCEDURE

3. Section III

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 Laws 1974, in good-faith efforts to reach agreement on all matters concerning terms and conditions of teachers' employment. Such negotiations should begin by October 3, 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, be signed by the Board and the Association, and be adopted by the Board and the Association.

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

Neither party in any negotiations shall have control over the selection of the negotiating representatives of the other party. The parties mutually pledge that their representatives shall be clothed with all necessary power and authority to make proposals, consider proposals, and make counter proposals in the course of negotiations, as allowed by law. No provisions of a new contract shall become effective until the obligations of both parties required on page 25, Section 18 have been fulfilled.

d. Amendments

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.

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.

f. Modifications

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.

GRIEVANCE

4. Section IV

a. Definitions -

1. A grievance is a claim by a teacher or the Association based upon the interpretation, application or violation of this Agreement, policies or administrative decisions affecting a teacher or a group of teachers.
2. An "aggrieved party" is the person, persons or the Association making the claim.
3. The "Association" refers to the Clinton Teachers Association of the Town of Clinton, Hunterdon County.
4. The "Board" refers to the Town of Clinton Board of Education.

b. Purpose -

The purpose of this procedure is to secure at the lowest possible level, equitable 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

1. Time limits

Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level should be considered as a maximum and every effort should be made to expedite the process. The time limits specified may however, be extended by mutual agreement.

2. End of the school year

In the event a grievance is filed at such time that it cannot be processed through all the steps in this grievance procedure by the end of the school year and, if left unsolved until the beginning of the next school year, could result in irreparable harm to a party in interest, the time limits set forth herein shall be reduced so that the grievance procedure may be exhausted prior to the end of the school year or as soon thereafter as is practicable.

3. Step one

Any individual teacher or group of teachers represented by the association have the right to discuss with their immediate superior the application of policies affecting them. The results of this meeting to be submitted in writing to the aggrieved person with seven days after the meeting.

4. Step Two

In the event that the problem can not be resolved by the principal to the satisfaction of the aggrieved person(s) involved, the aggrieved person(s) involved may request in writing a meeting with the full Board to be held within ten (10) days (designated school holidays excepted) of the submitted written request. At this meeting the Board shall discuss the grievance with the aggrieved person(s) concerned and within five (5) days (designated school holidays excluded) after this meeting the Board shall submit its decision in written form to the aggrieved person concerned.

5. Step Three

- a. In the event that the grievance has not been resolved by the Board to the satisfaction of the aggrieved person, a request in writing shall be submitted within fifteen (15) days to the Board for arbitration.
- b. Within ten (10) days (designated school holidays excluded), after such written notice of submission to arbitration, the Board and the aggrieved person(s) 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 ten (10) days, the parties shall then be bound by the rules and procedure of the American Arbitration Association in the selection of an arbitrator.
- c. As soon after selection of the impartial arbitrator as is reasonably practicable, the Board of Education and Teachers'

Association representatives shall set a time and place for hearing the parties. Following the hearing, the impartial arbitrator shall render a decision in writing within a reasonable time after completion of the hearing. The decision of the impartial arbitrator shall be final and binding on both parties.

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

e. An arbitration decision shall apply only to the grievance which is being arbitrated, and shall not create any liability against either the Board of Education or the Teachers Association with reference to any other matter or thing.

f. The arbitrator's authority shall be limited to applying and interpreting the express terms and conditions of the 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.

6. Miscellaneous

a. All meetings and hearings under this procedure shall be conducted in private and shall include only such parties concerned and their designated or selected representatives, heretofore referred to in this Agreement.

b. The aggrieved person and the Education Association may be represented at all stages of the grievance procedure by themselves, or at their option, by a representative selected by the aggrieved person(s).

c. 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.

d. The grievance shall be submitted on the form mutually agreed upon by the Board, Administration and the Association.

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PRIVILEGES AND RESPONSIBILITIES OF THE ASSOCIATION

5. Section V

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 shall have the right to use school buildings at all reasonable hours for meetings. Permission of the Principal or his designee shall be required. Such permission shall not be withheld unreasonably.

c. Posters & 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 Principal.

d. School Equipment

The Association shall have the privilege of using school facilities and equipment, pertaining to Association business, including typewriters, mimeographing machines, other duplicating equipment, calculating machines and all types of audio-visual equipment,

excluding Principal's and Board's offices and equipment, when such equipment is not otherwise in use, with permission of the Principal, provided that this shall not interfere with or interrupt normal school operations. The Association shall assume the responsibility for damage or destruction to school equipment exclusive of normal use.

e. Association Bulletin Board

The Association shall have, in the school building, the exclusive use of a bulletin board, the location to be designed by the Principal.

f. School Mail

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

g. Pertinent Information

Appropriate information pertaining to educational programs, State Department decisions and policies, and State education laws will be furnished to the Association as they become available.

SCHOOL CALENDAR

5. Section VI

a. Calendar Preparation

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

b. Days Per Year

It is suggested by the Association that the optimum in-school year consist of not 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.

TEACHING HOURS AND TEACHING LOADS

7. Section VII

A. School Hours

1. As professionals, teachers are expected to devote to their assignments the time necessary to meet their responsibilities.
2. Teachers are expected to be in the school building at least fifteen (15) minutes before the opening of the pupils' school day (8:30 a.m.) and remain at least fifteen (15) minutes after the close of the pupils' school day (3:00 p.m.); except Friday and the days preceeding school holidays; five minutes, or as long as the safety of the pupils is assured. Teachers may be excused earlier by the administrator to attend workshops, professional meetings, or college courses.
3. Teachers are not expected to work beyond the regular in-school day, except for normal educational activities which require such attendance. Compiling and writing reports, curriculum conferences, and similar meetings will be mutually agreed upon by the Principal and the teachers involved.

B. Lunch Periods

1. Teachers shall have a duty-free lunch period of at least thirty (30) consecutive minutes, or not less than the lunch period time allowed pupils as long as no state law is violated.

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 at least forty (40) minutes.

D. Faculty Meetings

Teachers may be required to remain at the end of the regular work day without additional compensation, for the purpose of attending faculty or other professional meetings.

E. Notice of Meetings

Notice of any meetings shall be given to the teachers involved at least two (2) days prior to the meeting, except in an emergency.

F. Teacher participation in field trips which extend beyond the teachers' in-school workday shall be voluntary.

G. Aides

The Board should employ, if possible, the necessary aides to perform specific non-teaching duties under the direction of the teacher, teachers, or administrator to whom they are assigned. Such duties include playground supervision, to insure fulfillment of minimum non-assigned time.

H. 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 complaints regarding a teacher made to any member of the administration by any parent, student or other person which are 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.

4. Observations of non-tenure teachers shall be conducted at least three times a year.

5. Observations of tenure teachers shall be conducted at least one time per year.

CLASS SIZE

8. Section VIII

A. Class Size Goal

At the present time, studies show that educationally and financially twenty-five pupils per teacher is considered the optimum. The direction of the education program in the Town of Clinton should be set by this goal.

B. Split Grades

Classes should not contain split grades unless necessary.

C. Classroom Conditions

Every class should be conducted in a regular classroom, except in cases of extreme emergency conditions.

TEACHER ASSIGNMENT

9. Section IX

A. Notice of Employment Law

Chapter 436, Title 18A, Laws of 1971, requires that the Board,

on or before April 30, give each non-tenured staff member a written notice that such employment will or will not be offered for the next succeeding year.

B. Voluntary Reassignment

1. Within one week after a known vacancy for the following year shall occur, the Principal 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 Principal within three weeks of such posting. Such statement shall include the grade and/or subject to which the teacher desires to be assigned.
3. As soon as practicable, the principal shall post in the school and deliver to the Association a schedule showing the names of all teachers who have been reassigned and the nature of such reassignment. In determining assignments, the Principal shall honor a request for voluntary reassignment if it coincides with the instructional system and best interests of the school system, as determined by the Principal.
4. If a voluntary reassignment is not granted the teacher involved shall have a meeting with the principal in order to discuss the reason(s) why the reassignment was not approved. The teacher may have a representative present.
5. If the meeting with the principal does not prove satisfactory, the teacher involved will have a meeting before the Board to discuss the matter. The teacher may have a representative accompany them at the meeting.

C. Involuntary Reassignment

1. Involuntary reassignments shall be avoided wherever possible.
2. Notice of involuntary reassignment shall be given to teachers as soon as practicable, and except in emergencies no later than June 1.
3. An involuntary reassignment shall be made only after a meeting between the teacher involved and the Principal, at which time the teacher shall be notified of the reason therefore. In the event that a teacher objects to the reassignment at this meeting, upon the request of the teacher, the Principal shall meet with him again. The teacher may, at his option, have an Association representative present at such meeting.

PROFESSIONAL COMPENSATION

10. Section X

A. Salary

The salaries of teachers covered by this agreement are set forth in Schedule A which is 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. Presently employed non-degree teachers with permanent certificates are to be considered as teachers with B.S./B.A. degrees.

C. Military & Other Service

All previous years of State certified professional experience and up to 4 years military service, 2 years of alternate civilian

service required by the Selective Service System, 2 years VISTA, and 2 years Peace Corps to be counted for placing teachers on guide.

D. Mileage Reimbursement

The Board will pay 15¢ per mile to any teacher using their car on a trip which the Board shall determine necessary to school business, as approved by the administrator.

E. Expenses

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

F. 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 Principal.

G. Tuition Reimbursement

The Board will pay in any one year tuition cost up to a maximum of \$450.00 for teacher training courses taken by any teacher holding a permanent certificate, with prior written approval of the Principal. Payment shall be made upon receipt of transcript, except courses taken the second semester shall be reimbursed in September provided the said teacher is an employee of the Town of Clinton School District the following term. The Board suggests that each teacher take at least two courses in five years.

SALARIES

11. Section XI

A. Salary Schedule

The salary of each teacher covered by this Agreement is set forth in Schedule "A" which is attached hereto and made a part hereof.

B. Method of Payment

1. Ten (10) month

Each teacher employed on a ten (10) month basis shall be paid in twenty (20) equal semi-monthly installments.

2. Summer Pay Plan

Each teacher may individually elect to have ten (10%) percent of his monthly salary deducted from his pay. These funds shall be paid to the teacher or the teachers estate on the final pay day in June.

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 Pay

Each teacher shall receive their final pay and the pay schedule for the following year on their last working day in June.

C. Longevity Plan

One hundred dollars (\$100) shall be added after 15 years of teaching and every 5 years thereafter. (Total \$400 maximum)

D. B.A. - B.S. TEACHERS' SALARY GUIDE - 1976-1977

1. B.A.-B.S. Degree Guide

<u>Steps</u>	<u>B.A./B.S. Degree</u>
1	9,800
2	10,150
3	10,850
4	11,250
5	11,550
6	11,900
7	12,450
8	12,750
9	13,050
10	13,350
11	13,650
12	14,000
13	14,350
14	14,700
15	15,050
16	15,550

2. Longevity Increments

Longevity increments: Teachers will be awarded an additional increment based on the following years of service:

- a. More than 15 years - \$100
- b. More than 20 years - \$200
- c. More than 25 years - \$300
- d. More than 30 years - \$400

3. Exception

Teachers employed prior to September 1974 with 30 or more graduate credits as of September 1974 will be included on the M.A./M.S. scale.

4. Advanced Degree Increments

- a. BA/BS + 15 graduate credits shall receive \$250.
- b. MA/MS shall receive \$600.
- c. MA/MS + 15 graduate credits shall receive \$750 above the base scale.
- d. MA/MS + 30 graduate credits shall receive \$900 above the base scale.

12. Section XII

Co Curricular Program Guide

The Board of Education may offer after school activities to broaden varied students' interests. The following types of programs may be offered:

1. Programs offered 2 days per week starting by 3:15 and ending by 4:45 for a period of either 4 or 8 weeks. Compensation will be at the rate of 84 per month. Proposals will be made in writing to the principal and be approved by the board.
2. Boys basketball, girls basketball and cheerleading shall be paid at the annual rate of 336.
3. The Safety Patrol Advisor shall be compensated at the rate of \$150 per year.
4. Extra supervisory personnel, approved by the principal, shall be paid \$6 per activity day.

Teacher participation in extra curricular activities shall be by application, paid as in Schedule B, and shall be notified in writing.

13. Section XIII

INSURANCE PROTECTION

A. Health Care Protection

The Board shall provide the following health care insurance protection:

For all personnel covered by the Agreement 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 12 months period commencing September 1st and ending August 31.

The Board will pay the full premium for the employees and their dependents in the area of: 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 employee a description of the health care insurance coverage provided under this article as soon as available.

14. Section XIV

PERSONAL LEAVE

A. Substituting

The Board will pay for substitute teachers in the following circumstances:

1. Personal sickness per state law. (18A-19-2 "Sick leave with full pay for minimum of ten school days in any school year" 18-13-23-8 "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.")

2. Serious illness in the immediate family - 3 days per year.
(That is - father, mother, father-in-law, mother-in-law, child, husband, wife, or any other member of 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, or any other member of the immediate family.)
4. Death of other relative not listed above - 1 school day.
5. Court subpoena - number of days specified.
6. Marriage of a teacher - 2 days.
7. Personal business which cannot be handled after school hours may be taken with prior notification to the principal - 2 days.
8. Legal proceedings - time necessary for any appearance in legal proceeding connected with the teacher's employment or with with 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 2 weeks salary, less the military pay, once a year.

10. Professional business - The Principal, with the approval of the Board, shall have the power to excuse a staff member 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, presently or formerly, directly associated with the school system or of a student of the school system, a mutual decision will be reached by the CTA president and the Principal concerning the arrangement.
12. Part-time Teachers Sick Leave - Part-time teachers and other staff members are to be entitled to sick leave proportionate to the number of days they work per week on a basis of full time teachers. This is to be accumulative.
13. Maternity leave - A maternity leave may extend no longer than 1½ years after birth of child. The teacher must start at the beginning of the school year, when returning. Intention of returning must be submitted in writing to the Board of Education by March 1 of that calendar year.
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 must be submitted in writing to the Board of Education by March 1 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 for study and/or travel 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 be received by the Principal in writing in such form as may be mutually agreed upon by the Association and the Principal, 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.
 - (c) Length Of Service - The teacher has completed at least seven full school 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.
 - (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, and if the teacher so desires, be given the assignment and position held prior to the sabbatical leave.

- (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.

15. Section XV

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, demotion, involuntary transfer, suspension, non-renewal of contract, dismissal) except for just cause and then only with a meeting with the Principal or Board, if desired, that guarantees to protect both the teacher and the Board.

16. Section XVI

DURATION OF AGREEMENT

- A. Dates - This Agreement shall be effective as of September 1, 1976 and shall continue in effect until June 30, 1978 except for the following items: professional compensation (A-H), salary guide, the co curricular program guide and insurance protection. Such negotiations on these items shall begin by October 3 of each calendar year. This agreement shall not be extended orally.
- B. Copies of the Agreement - Copies of this Agreement shall be reproduced by duplicating machine and the cost thereof shared equally by the Board and Association within thirty (30) days after the agreement is signed and presented to all teachers now employed, hereafter employed, & 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 provision of this 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.

17. Section XVII

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

- B. Press Releases - It is understood by all parties that the Association expressly agrees 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.
- 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.

19. Section XVIII

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.

CLINTON TEACHERS ASSOCIATION

TOWN OF CLINTON BOARD OF EDUCATION

By (Signed)
Its President

By (Signed)
Its President

By (Signed)
Its Secretary

By (Signed)
Its Secretary

The President and Secretary of the Association take this action for the Association, which gave its approval on the 11 day of February 1976.