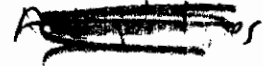


Contract # 36



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AGREEMENT
BETWEEN THE
CLINTON TOWNSHIP BOARD OF EDUCATION
AND THE
CLINTON TOWNSHIP EDUCATION ASSOCIATION
July 1, 1989 to June 30, 1992

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PREAMBLE

This Agreement is entered into by and between the Board of Education of Clinton Township, Annandale, New Jersey, hereinafter called the "Board", and the Clinton Township Education Association, hereinafter called the "Association". This Agreement shall be effective as of July 1, 1989 and shall continue in effect through June 30, 1992.

ARTICLE I

RECOGNITION

1. The Board hereby recognizes the Clinton Township Education Association as the exclusive representative for collective negotiation concerning terms and conditions of employment of all the personnel listed below, whether under contract, on leave, on a per diem basis, employed or to be employed by the Board, including:

- Teaching Staff Members
- Permanent Substitutes
- Supplemental Teachers
- School Building Secretaries
- School Building Clerks
- Central Office Secretary/Bookkeepers
- Special Services Secretary/Clerk
- Teacher Aides

but excluding:

- Supervisory personnel
- Custodians
- Non-Permanent Substitutes
- Cafeteria Staff
- Full-time Administrators
- Part-time Help
- Summer Help

2. Unless otherwise indicated the term "employee(s)", when used hereinafter in this Agreement, shall refer to all employees in the above defined bargaining unit. The term "teacher(s)" shall refer specifically to the certified professional employees defined above. The term "secretary(ies)" shall refer specifically to all non-certified secretarial/clerical employees defined above. The term "aide(s)" shall refer specifically to teacher aides.
3. References to male personnel shall include female personnel and references to female personnel shall include male personnel.

SCOPE OF AGREEMENT AND NEGOTIATION PROCEDURE

1. The parties agree to enter into collective negotiations over a successor agreement in accordance with Chapter 123, P.L. 1974. Such negotiations shall begin in accordance with PERC rules in the calendar year preceding the calendar year in which this Agreement expires.
2. This Agreement incorporates the entire understanding of the parties on all matters which were the subject of negotiation. During the term of this Agreement neither party shall be required to negotiate with respect to any matter whether or not within the knowledge or contemplation of either or both of the parties at the time they negotiated or executed this Agreement.
3. 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.
4. Nothing in this Agreement which changes pre-existing Board policy, rules or regulations shall operate retroactively unless expressly so stated.
5. Any employee participating in negotiations, meetings and conferences during normal school hours upon mutual agreement of the parties shall be released from his assigned duties for this purpose without loss of pay.
6. The rights granted to employees herein shall be in addition to those granted by New Jersey statutes.

ARTICLE III

BOARD JURISDICTION

1. The Board hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it prior to the signing of this Agreement by the Laws and Constitution of the State of New Jersey and of the United States, including without limiting the generality of the foregoing, the following rights.
 - a. to the executive management and administrative control of the Clinton Township School District and its properties and facilities and the activities of its employees;

- b. to hire all employees and subject to the provisions of law, to determine their qualifications and conditions for continued employment or assignment and to promote and transfer employees;
 - c. to suspend, demote, discharge or take other disciplinary action for good and just cause according to law;
 - d. to relieve employees from duties because of insufficient enrollment, or other reason deemed appropriate by the Board;
 - e. to take whatever actions may be necessary to carry out the program and objectives of the Board in situations of emergency;
 - f. to establish, modify, change or abandon operating methods to assure efficient and economical operations or to subcontract same, subject to applicable laws and regulations;
 - g. to determine work schedules and hours, duties, responsibilities and assignments of employees.
2. The exercise of the foregoing powers, rights, authority, duties and responsibilities of the Board, the adopting of policies, rules and regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms of this Agreement and then only to the extent such specific and express terms hereof are in conformance with the Constitution and Laws of New Jersey and of the United States.
3. Nothing contained herein shall be construed to deny or restrict the Board with respect to its powers, rights, authority, duties and responsibilities under R.S. 18A, R.S.40 or 40A, or any other national, state, county or local laws or ordinances.
4. It is understood that all employees shall continue to serve under the direction of the Superintendent of Schools and in accordance with the Board and administrative policies, rules and regulations, provided that the provisions of this Agreement shall supercede and prevail over any conflicting provisions.

1. Definition:

- a. A grievance shall mean a formal complaint instituted by an employee(s) or the Association based upon the interpretation, application, or violation of this Agreement. Grievances filed under this Section may be appealed through Level IV of this procedure.
- b. A grievance may also mean a formal complaint by an employee(s) or the Association that there has been a loss or injury as the result of administrative decisions which affect the terms of this Contract or the interpretation, application, or violation of the Policy Manual of the Clinton Township Board of Education. Grievances filed under this Section which apply to written Board policy may be appealed only through Level III of this procedure.

2. Aggrieved Person:

An aggrieved person is the employee(s) or the Association making the formal complaint. The name of the aggrieved employee(s) shall be included on the grievance form when the grievance is submitted.

3. Purpose:

The purpose of the grievance procedure is to secure, at the lowest possible level, equitable solutions to the grievances which may arise from time to time affecting the terms and conditions of employment.

4. Procedure:

Level 1

The written grievance shall be presented to the building principal or immediate supervisor and shall name the employee(s) involved, shall state the facts giving rise to the grievance, shall identify by appropriate reference all the provisions of this Agreement alleged to be violated, and shall indicate the specific relief requested. Within five (5) school days after receiving the grievance the principal or immediate supervisor shall hold a hearing and communicate his answer in writing to the grievant.

- a. The aggrieved person, no later than five (5) school days after receipt of the Level I decision, may appeal the decision to the Superintendent. The appeal to the Superintendent must be made in writing reciting the grievance submitted as specified in Level I and his dissatisfaction with the decision previously rendered.
- b. The Superintendent or his designee shall hold a hearing and attempt to resolve the matter as quickly as possible within a period not to exceed ten (10) school days. The Superintendent shall communicate his decision with reasons in writing to the aggrieved person, the principal or immediate supervisor and the Association.

Level III

- a. If the grievance is not resolved at Level II to the aggrieved person's satisfaction, the aggrieved person may request, no later than five (5) school days after receipt of the Superintendent's decision, a review by the Board. This request shall be submitted in writing through the Superintendent, who shall attach all related papers and forward the request within five (5) school days from the date of request for review to the Board.
- b. The Board or a committee thereof, shall review the grievance, hold a hearing within fifteen (15) school days of receipt of the related papers with the aggrieved person if such is deemed necessary by the Board or if such is requested by the aggrieved person, and shall render a decision with reasons in writing within thirty (30) calendar days of receipt of the grievance by the Board or of the date of the hearing with the aggrieved person, whichever comes later. The Board shall communicate its written decision to the aggrieved person, the Association, the Superintendent, and to the principal or immediate supervisor.

Level IV

- a. If the aggrieved person is not satisfied with the disposition of his grievance at Level III and the Association chooses to submit the grievance to arbitration, the Association shall notify the Board in writing of its decision to proceed to arbitration under the rules of the American Arbitration Association. Such notification must be made within fifteen (15) school days after the decision at Level III.

- b. The arbitrator shall have no power to add to, subtract from, disregard, alter, or modify any of the terms of this Agreement, nor shall he have the power to rule on any of the following:
- (1) the termination of services of or failure to reemploy any nontenured employee;
 - (2) the termination of services or failure to reemploy any teacher to a position on the extra-curricular schedule;
 - (3) any claim or complaint for which there is another remedial procedure or course established by law or by regulation having the force of law, including any matter subject to the procedures specified in provisions of Title 18A, NJSA, including but not limited to NJSA 18A:29-14, NJSA 18A:6-11, NJSA 18A:28-9 et seq., or matter of educational policy.
- c. The decision of the arbitrator shall be binding.
- d. The fees and expenses of the arbitrator shall be shared equally by the Board and the Association. All other expenses shall be borne by the party incurring them, and neither party shall be responsible for the expenses of witnesses called by the other.

5. Representation:

The aggrieved person(s) may be represented at all levels of the Grievance Procedure by himself, or themselves, or at his or their option, by a representative selected or approved by the Association. However, when a grievance is filed by an individual the individual must be present at all hearings. When an aggrieved person is represented by himself a representative of the Association shall be entitled to be present and to state the views of the Association. The aggrieved person, Board and school administration shall have the right to have present consultants and/or advisors of their choice. However, the Board shall not be responsible for the salaries of the consultant and advisor of the aggrieved person.

6. Miscellaneous:

- a. Nothing in this Grievance Procedure shall be construed as limiting the right of any employee having a potential problem to discuss the matter informally with any appropriate member of the school administration and having the problem adjusted without intervention of the Association, provided the adjustment is not inconsistent with the terms of this Agreement.

- b. 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.
- c. Failure at any step of this Grievance Procedure to communicate the decision on a grievance within the specified time limits shall allow the aggrieved person to proceed to the next level permitted. Failure at any step of this Procedure to appeal a grievance to the next step permitted within the specified time limit, shall be deemed to be acceptance of the decision rendered at that step.
- d. It is understood that employees shall, during and notwithstanding the pendency of any grievance, continue to observe all assignments and applicable rules and regulations of the Board until such grievance and any effect thereof shall have been fully determined.
- e. It shall be the general practice to process grievances during times which do not interfere with assigned duties of the employees. However, in the event the Board and the Arbitrator agree to hold the proceedings during regular working hours, an aggrieved person and his representative participating in any level of the Grievance Procedure, with any representative of the Board, shall be released from his assigned duties for that purpose without loss of salary.
- f. Forms for filing grievances, serving notices, making appeals, making reports and recommendations, and other necessary documents shall be prepared jointly, by the Superintendent and the Association, and given appropriate distribution so as to facilitate operation of the Grievance Procedure.
- g. All documents, communications, and records dealing with the processing of a grievance shall be filed in a separate grievance folder and shall not be kept in the personnel folder of any of the participants.
- h. If the grievance arises from the action of an authority higher than the principal of a school the grievance may be initiated at Level II of this Procedure.
- i. A grievance to be considered under this Procedure must be initiated within thirty (30) calendar days of its occurrence.

the Board before or before August 20 by reducing the filing time limit to fifteen (15) calendar days and converting the time limits at each step to calendar days, further, the number of days at each step will be half (1/2) the number stated.

ARTICLE V

ASSOCIATION RIGHTS

1. Association business may be conducted on school premises provided it does not interfere with the normally scheduled classes or assignments of an employee.
2. The Association and its representative shall have the right to use school buildings at all reasonable hours for meetings. Permission of the Superintendent or his designee shall be required. Such permission shall not be withheld unreasonably.
3. 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 first been approved by the Superintendent.
4. The Association shall have the privilege of using school facilities and equipment, including typewriters, mimeographing machines, other duplicating equipment, calculating machines and all types of audio-visual equipment, excluding Superintendent'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 furnish all materials and supplies to be used.
5. The Association shall have, in each school building, the exclusive use of a bulletin board, the location to be designated by the Superintendent.
6. The Association shall have the right to use the interschool mail facility and school mail boxes as it deems necessary, provided all materials distributed through these means bear the name of the individual or organization distributing the material.
7. The President of the Association or the President's designee shall be granted the time needed to attend the Hunterdon County Education Association President's Luncheon with the approval of the Superintendent.

8. The Association shall have the right to appoint nine (9) members to the Curriculum Council -- three (3) from Round Valley School, three (3) from Patrick McGaheeran School and three (3) from Spruce Run School.
9. The Board agrees to furnish to the Association in response to reasonable written requests a copy of any available public information.
10. Representatives of the 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 or the duties of the employees.
11. Prior to Board action the Association will be given a prospective employee's years of credited experience, salary guide column and step, and salary.

ARTICLE VI

WORK YEAR, WORK WEEK, WORK HOURS

1. The in-school work year for teachers and aides will not exceed one hundred eighty-four (184) days for 1989-90 and one hundred eighty-five (185) days for 1990-91 and 1991-92. The encompasses the addition of one (1) in-service/workshop day (with no students present) in 1989-90 and an additional in-service/workshop day (with no students present) in 1990-91 and thereafter.
2. As professionals, teachers are required to devote to their assignments the time necessary to meet their responsibilities. These responsibilities include:
 - a. careful daily preparation after the normal workday, if necessary;
 - b. attendance at staff meetings and, whenever appropriate;
 - c. participation in school activities such as: attendance at one open house per year, field trips, and public performance of children in plays, concerts, and dances. Dance chaperon compensation per Schedule E.

However, nothing contained herein prohibits or limits the right of the Board from assigning the extra duties normally associated with the teaching profession. Such assignments shall be distributed equitably; be appropriate as to hours and number of assignments; such assignments must be relative to the school program.

be divided into two groups for the purpose of assuming responsibility for the planning and directing of all eighth grade activities that are part of or related to the school program except dances covered by Item #2. above. Each group will alternate years for assuming responsibility for the planning and directing of all eighth grade activities. Each group shall select its own leader in each active year. The leader of the active group shall be released from one duty period daily during the second semester of each school year.

- (2) Eighth grade teachers will be allowed to leave on graduation day when eighth grade students are dismissed. This dismissal is contingent upon attendance at graduation that night.
3. a. The normal in-school workday, not including normal and traditional extra-curricular activities of the teaching profession, shall consist of seven (7) hours. Effective at the beginning of the third marking period of the 1989-90 school year teachers and aides shall be at their assigned stations, as designated by the principal or his/her designee, at least twenty (20) minutes before the opening of the pupils' school day. On Fridays and days preceding school holidays the departure time may be reduced to ten (10) minutes or after all scheduled buses have departed, whichever is the later. All teachers and aides will indicate their presence in their building by signing in and signing out.
- b. On the Day before the Thanksgiving, Christmas and Easter vacations the normal in-school workday for teachers and aides shall consist of five and one-half (5-1/2) hours.
4. Teachers and aides shall have a daily duty-free lunch period of thirty (30) minutes.
5. Teachers and aides may leave their building during their duty-free lunch period without requesting permission providing they sign out before leaving and sign in upon returning. It is understood that teachers and aides are to be at their assigned stations promptly upon completion of their duty-free lunch period.
6. Teachers and aides may be required to remain after the end of the normal workday without additional compensation once a week or, additionally in case of emergency, for the purpose of attending professional meetings as requested by the Superintendent or administrator. The duration of each

such meeting will be no more than sixty (60) minutes. An agenda must be given to teachers and aides one (1) school day before meetings, except in an emergency. Teachers may have the opportunity to suggest items for the agenda if submitted three (3) school days before the meeting, except in an emergency. Meetings which take place after the regular in-school workday shall not be called on Friday or any day immediately preceding any holiday, except in the case of emergencies.

7. a. A building principal and the Superintendent may, at their discretion, authorize, in case of emergency, the release of a teacher before the end of the normal teacher in-school workday without loss of compensation to the teacher provided that there are sufficient teachers available, in the judgment of the building principal and Superintendent, to adequately staff the school.
- b. A building principal or his designee may, at his discretion, authorize a teacher or aide to leave ten (10) minutes after the close of the pupils' school day without loss of compensation to the teacher or aide to permit the teacher or aide to attend professionally related courses or workshops providing that there are sufficient teachers and aides available, in the judgment of the building principal or his designee, to adequately staff the school.

Decisions by a building principal, his designee, or the Superintendent to authorize release of a teacher and aide according to paragraph (a) and (b) of this Article will not be subject to the Grievance Procedure of Article IV.

8. Teachers shall have preparation periods included in the in-school day which shall total two hundred seventy (270) minutes per six (6) full length school days. The preparation time shall be a block of consecutive minutes. Preparation time for teachers shall follow a rotation schedule on the following days: the two in-service curriculum days; the day before Thanksgiving, Christmas and Easter vacations; and the last day of school for students.
9. On the last day of school for teachers and aides the workday will be four and one-half (4-1/2) hours with specific starting and ending times to be determined by the building principal or his/her designee, provided all closeout procedures have been completed prior to the specified ending time by each individual being dismissed.
10. No new assignments beyond the agreed to seven (7) hour work day shall be made (this does not include the activities that

existed prior to September 1, 1987). Any new assignments will be paid \$18.13 per hour in 1989-90 and \$19.79 in 1990-91, and \$21.55 in 1991-92.

11. On "delayed opening" days the teacher and aide work day will begin not later than 11:00 a.m. The teacher and aide departure time will be extended to permit a minimum length school day for students.

ARTICLE VII

TEACHER ASSIGNMENTS

1. The Superintendent has the right to assign all personnel to their specific positions as necessitated by the requirements of the school system. The Superintendent shall give notice of assignments to employees by June 1st, except in cases of emergency (at such time, emergency will be defined). Whenever possible, all involved teachers shall be advised of the introduction of new text.
2. The Superintendent, during the school year, shall post a notice of any vacancy to be filled at least five (5) school days prior to the closing date for submitting applications for the position. The position may be filled on an interim basis during this period when another teacher is under contract for the position. During the summer a person designated by the Association shall supply an address of record to which notification of existing vacancies shall be mailed.
3. During the school year, teachers who desire a change in grade and/or subject assignment or who desire to transfer to another building must file a written statement of such desire with the Superintendent and Board, not later than ten (10) school days after the notice of vacancies. Any teacher desiring a change in grade assignment or transfer, relative to summer vacation, shall file said written request by June 15th with the Superintendent and Board.
4. The parties recognize that changes in grade assignments in the elementary schools, changes in subject assignments and transfers between schools may be necessary. The right of determination to transfer a teacher is vested in the Board. The administration will not reassign a teacher without prior dialogue with said teacher.
5. Notice of an involuntary transfer or reassignment shall be given to employees as soon as practicable.

ARTICLE VIII

SECRETARY WORK SCHEDULES

1. a. The periods of work required of the secretarial/ clerical staff shall be clearly specified to insure the smooth and regular operation of the school district.
- b. The Board reserves the right to specify the working hours for secretaries and clerks.
- c. Secretarial/clerical personnel shall indicate their presence for duty by signing in and signing out whenever they enter or leave the building.
- d. Secretarial/clerical personnel shall be permitted to leave the building during their duty-free lunch break.
2. Secretarial/Bookkeeping - Central Office
 - a. From September 1 to June 30 full-time employment is eight (8) hours per day five (5) days per week including one (1) hour for lunch.
 - b. From July 1 to August 31 full-time employment is seven (7) hours per day five (5) days per week including one (1) hour for lunch.
 - c. Central office staff shall not report to work when schools are closed for bad weather.
3. School Building Personnel
 - a. From September 1 to June 30 full-time employment is seven and one-half (7-1/2) hours per day five (5) days per week including one-half (1/2) hour for lunch.
 - b. From July 1 to August 31 full-time employment is seven (7) hours per day five (5) days per week including one (1) hour for lunch.
 - c. Building office staff shall not report to work when schools are closed for bad weather.
4. Clerical Personnel
 - a. Between September 1 and June 30 the workday for clerks shall be the same as for teachers and shall be seven (7) hours five (5) days per week including one-half (1/2) hour for lunch.
 - b. Clerical staff shall not report to work when schools are closed for bad weather.

- a. Any secretary called to return to work outside of her regular scheduled working period shall be paid a minimum of two (2) hours.
 - b. Overtime shall be paid at the rate of one and one-half (1-1/2) times the employee's regular hourly rate of pay for all time worked in excess of the hours listed above in any work week. For the purpose of determining overtime the following shall count as days worked: holidays, paid sick days, paid personal days, and paid vacation days.
6. On the day before Thanksgiving, Christmas, and Easter vacations, the normal in-school work day for secretaries/clerks shall consist of five and one-half (5-1/2) hours provided all school buses assigned to their building have returned to the bus garage or completed the assigned route.
7. Vacation Periods
- In the event the schools are closed for a winter and/or spring recess, the secretarial/clerical staff will leave work one-half (1/2) hour early on the following days:
- | | | |
|--------------|---|------------|
| Winter break | - | three days |
| Spring break | - | three days |
- Secretarial/clerical personnel will make individual arrangements to make up this lost time on an hour for hour basis.
8. Substitute secretaries/clerks will be hired, when secretaries/clerks are out ill, within a reasonable amount of time.

ARTICLE IX
SECRETARIAL HOLIDAYS

- A. Secretarial/clerical personnel shall be entitled to the following paid holidays provided the schools are closed on these days. If the schools are open on any of the days listed below, alternate days shall be designated in the school calendar:

New Year's Day
President's Day - 2 days
Good Friday
Easter Monday

Friday after Easter
Memorial Day
Independence Day (12-month employees only)
Labor Day
Thanksgiving Day
Day after Thanksgiving
Christmas*
N.J.E.A. Recess - 2 days

- * During the Christmas recess, secretaries/clerks shall work no more than three (3) days. Secretarial/clerical personnel will not be required to work on December 24 or 31. The Board will include the secretarial/clerical work schedule in the school calendar at the time the calendar is adopted or modified.

ARTICLE X

VACATIONS FOR SECRETARIES

The following vacation schedule shall apply to twelve (12) month secretaries only. Vacation eligibility shall be determined as of July 1 of each year. Ten (10) month secretaries shall not be eligible for vacations. Vacation time shall be scheduled to coordinate with the work schedule and shall be subject to the approval of the immediate supervisor. Such approval shall not be arbitrarily withheld.

1. 1 through 7 years of service - 2 weeks
8 through 12 years of service - 3 weeks
13 through 20 years of service - 4 weeks
21 years or more - 5 weeks
2. A maximum of two (2) weeks vacation may be taken when school is in session with the approval of the immediate supervisor and Superintendent. Approval may be withheld the first three weeks in September and the last three (3) weeks of school.
3. New secretaries are entitled to a paid vacation after six (6) months of service in a contract year. Secretaries who have been employed at least six (6) months but less than one (1) year as of July 1 will be granted half of the vacation schedule for one (1) year of service. Secretaries who have been employed less than six (6) months as of July 1, will be granted the following pro-rated vacation upon completion of six (6) months of employment: One (1) day for every five (5) weeks worked.

4. Secretarial/clerical personnel who transfer from ten (10) to twelve (12) month positions will be credited for all years of service.

ARTICLE XI

LEAVES AND ABSENCES

1. Sick leave shall be granted only as the result of personal disability due to illness or injury. Employees hired after the opening of school shall have sick days pro-rated at one (1) per month or partial month worked. All full-time employees shall be granted one (1) sick day per month or partial month worked up to a maximum of ten (10) days per year for ten (10) month employees and twelve (12) days per year for twelve (12) month employees. Sick leave will be accumulative with no maximum limit. Personnel employed on or before the opening day of the individual's work year shall receive ten (10) sick days and twelve (12) sick days respectively granted on the first day of employment of each school year. Proof of illness signed by a physician may be required by the Superintendent at any time. Part-time employees will be granted sick leave on a pro-rated basis of hours worked.
2.
 - a. In case of death of a member of the immediate family, family as herein used means parents, spouse, brother, sister, own or adopted children, grandchildren, grandparents, mother-in-law, father-in-law, son-in-law, and daughter-in-law of any employee or the death of any relative who lived in the household of the employee immediately preceding the death, such employee shall be excused without loss of pay or sick leave for a period not to exceed five (5) days. Such leave shall not be accumulative and shall be taken the five (5) days following the death of the immediate family member, excluding Saturday, Sunday, and all legal holidays.
 - b. One day per school year, other than listed in (a) above, shall be granted to attend a funeral. Such leave shall not be accumulative.
3. If an employee is called to jury duty, or subpoenaed to appear as a witness in court, the employee shall receive full pay from the school.
4. Two (2) personal days per academic year accumulative to five (5) days for ten (10) month employees and three (3) personal days for twelve (12) month employees cumulative to seven-and-one-half (7 1/2) may be granted entirely at the discretion of the Superintendent, provided that the employee requesting the personal days states to the Superintendent

required by law or when, in the opinion of the Superintendent and approval of the Board, the work or study experience obtained while on leave is directly applicable to the teacher's teaching responsibilities and is at least equivalent to the experience that would have been gained had the teacher remained in active employment by the Board.

7. Leave without pay for reasons of child rearing and/or adoption shall be granted and shall commence at either the conclusion of the mother's period of disability or the assumption of custody of the child. Leaves commencing between September 1 and January 30 shall terminate on either February 1 or August 31. Leaves commencing after January 30 shall terminate on August 31. Any extension of child rearing and/or adoption leave beyond the school year in which the leave is granted for a full school year or two (2) full school years (July 1 - June 30) only and shall be applied for in writing prior to April 1st preceding the year during which the leave is to be taken.
8. Other leaves of absence with or without pay or with compensatory time may be granted by the Board for good cause.

ARTICLE XII

HOSPITALIZATION AND DENTAL PLAN

1. The Board will provide Health Care Insurance coverage to all full-time employees and their dependents under the New Jersey State Health Benefits Program.

An employee must work a minimum of twenty (20) hours per week to qualify for this insurance coverage.

An employee may continue in the State Health Benefits Program after retirement in accordance with rules of the State Division of Pensions.

2. The Board will provide full single dental coverage to all full-time employees under C.W. Bollinger Company plan. Employees must work a minimum of twenty (20) hours per week to qualify for dental coverage.
 - a. The premium cost shall be \$14.38 per month.
 - b. The filing period for submitting claims shall be six months.

required by law or when, in the opinion of the Superintendent and approval of the Board, the work or study experience obtained while on leave is directly applicable to the teacher's teaching responsibilities and is at least equivalent to the experience that would have been gained had the teacher remained in active employment by the Board.

7. Leave without pay for reasons of child rearing and/or adoption shall be granted and shall commence at either the conclusion of the mother's period of disability or the assumption of custody of the child. Leaves commencing between September 1 and January 30 shall terminate on either February 1 or August 31. Leaves commencing after January 30 shall terminate on August 31. Any extension of child rearing and/or adoption leave beyond the school year in which the leave is granted for a full school year or two (2) full school years (July 1 - June 30) only and shall be applied for in writing prior to April 1st preceding the year during which the leave is to be taken.
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2. The Board will provide full single dental coverage to all full-time employees under C.W. Bollinger Company plan. Employees must work a minimum of twenty (20) hours per week to qualify for dental coverage.
 - a. The premium cost shall be \$14.38 per month.
 - b. The filing period for submitting claims shall be six months.

- c. Periodic exams and x-rays will be included in the dental insurance at 100% of the reasonable and customary fee. Crowns will be included at 50% of the reasonable and customary fee.

ARTICLE XIII

COMPENSATION

1. The salaries of all employees covered by this Agreement are set forth in Schedule A which is attached hereto and made a part of this Agreement.
2. Effective October 4, 1987 all newly hired employees with previous teaching experience will be placed on a step equal to the step of current employees with the same teaching experience.
3. All certificated teachers will be placed on guide, according to their educational qualifications and years of teaching experience. Child study team and guidance personnel will be initially placed on guide at a step to be determined by the Board. After initial placement on guide all personnel shall move on guide in yearly steps.
4. Credit for up to four (4) years of military service will be granted to teachers for placement on the salary guide as per State Law.
5. Compensation for extra-curricular activities is set forth in Schedule B and Schedule E, where appropriate, which are attached hereto and made a part of this Agreement.
6. Compensation for use of an employee's automobile on school business, with the prior approval of his principal, shall be at the rate established annually by the Internal Revenue Service.
7. Employees shall be paid in 20 equal semi-monthly installments for ten (10) month personnel, and in twenty-four (24) equal semi-monthly installments for twelve (12) month personnel with the option to authorize summer payment deductions for ten (10) month employees, as per State Law. These funds shall be paid to the employee at the end of the academic year in two (2) equal payments - July 15 and August 15. Employees will indicate their desire to participate in the plan and will elect form of payment on forms provided by the administration, at the beginning of the school year. Employees will be paid on the fifteenth (15th) and last workday of each month.

proper place on the guide within thirty (30) days after attainment of such degree and notification of such attainment is received by administration.

9. Necessary expenses, as approved by the Superintendent, incurred by teachers and aides on field trips and class trips approved by the Superintendent will be reimbursed by the Board.
10. a. The Board will reimburse individual teachers and aides the tuition cost at the prevailing state college rate in their state of residence of two (2) graduate courses per teaching year during the period of this Agreement. A teacher and aide attending colleges other than state teaching colleges will receive eighty percent (80%) of the total cost of the tuition cost of two (2) graduate courses. Certified teachers and aides may apply to the Superintendent to substitute two (2) certification courses for the two (2) graduate courses. The Superintendent may approve this request, in writing within seven (7) school days of receipt of request, if he feels it will benefit the school system. In order to qualify for reimbursement, a teacher and aide must obtain prior approval of the Superintendent for the course and submit to the Superintendent evidence of completion of the course with a grade within the standard for a matriculating student at the school at which the course was taken, with a minimum grade of "C". Reimbursement will be made to the teacher and aide one (1) month after the teacher and aide submit evidence of satisfactory completion and evidence of amount paid.
- b. The Superintendent is authorized to approve courses taken by secretarial personnel in the same manner as teaching personnel - two (2) courses per year. In order to qualify for reimbursement, a secretary must obtain prior approval of the Superintendent for the course and submit to the Superintendent evidence of satisfactory completion of the course. Reimbursement will be made to the secretary one (1) month after the secretary submits evidence of satisfactory completion and evidence of amount paid.
11. a. Summer school sessions shall be five (5) weeks, twenty-four (24) day sessions, of three and one-half (3-1/2) hours per day with no more than three (3) hours of student contact. No other benefits shall accrue to summer school teachers. See Schedule C for hourly rate.

three (3) hours per day. No other benefits shall accrue to curriculum teachers. See Schedule D for hourly rate.

- c. Teachers employed during the period between the last day of school in June and the first day of school in September to perform work directly related to the school program, other than that listed in 10.a. and 10.b. above, shall be paid at the rate of one two-hundredth (1/200th) of their salary during the following school year for each seven (7) hour work day.
 - d. Anticipated summer work opportunities for ten-month secretarial/clerical personnel will be posted in each building prior to June 30th. Notice of summer work opportunities occurring after June 30th will be mailed to each ten-month secretary/clerk. The pay rate for extra work during the summer shall be according to Schedule F.
12. Employees retiring and collecting a pension in accordance with the provisions of the New Jersey Teachers Pension and Annuity Fund or Public Employees Retirement System who submit to the Superintendent a written statement of intention to retire at least six (6) months prior to the effective date of retirement shall be eligible for a retirement allowance as follows:
- a. The retirement allowance shall be paid in a lump sum or in two equal parts. The first payment or lump sum payment shall be made within the first thirty (30) days of the school fiscal year immediately following the year in which the employee retires. The second payment shall be made the following January. A promissory note for the total amount due shall be given to the retiring employee at the time of retirement.
 - b. The retirement allowance shall be computed at the rate of one (1) day's pay, at the employee's current salary rate, for each four (4) days of accumulated unused sick leave to the employee's credit at the time of the notice of intention to retire.
 - c. The retirement allowance shall not exceed forty-five (45) days pay.
 - d. Unused accumulated sick leave converted to a retirement allowance shall be deducted from the employee's sick leave record at the time the notice of intention to retire is submitted.
 - e. An employee's retirement allowance will be paid to his/her estate if he/she dies while still employed in the district.

13. Teachers and aides must work ninety (90) or more school days in a school year in order to qualify for increment advancement. Ten-month secretarial/clerical personnel must work one hundred (100) or more days in a school year in order to qualify for increment advancement. Twelve-month secretarial/clerical personnel must work one hundred thirty (130) or more days in a school year in order to qualify for increment advancement.
14. Employees shall have the option to have deductions from their salary deposited with the Hunterdon County School Employees Federal Credit Union.
15. Credit given upon initial employment for experience outside the school district will not exceed the credit given for in district experience of incumbent employees.

ARTICLE XIV

EVALUATION

1. All monitoring and observation of the work performance of employees, as related to the school program, shall be conducted openly.
2. It is understood that monitoring and observation of the work performance of employees as related to the school program, is conducted continuously during the school year by the administration.
3. Tenured employees shall be evaluated by a member or members of the administrative staff at least once per year.
4. Nontenured employees employed for the full school year shall be evaluated by a member or members of the administrative staff at least three (3) times a year. At least three (3) of the evaluations will be made between September 1st and March 30th and not more than one (1) written evaluation per week.
5. All employees shall be given a copy of any evaluation report prepared by a member or members of the administrative staff one day before a conference is held provided the employee holds the report in confidence until after the conference is completed.
6. Employees are required to sign evaluation reports which indicates acknowledgement of the report. Employees may submit a written comment on evaluation form. Employees shall not be required to sign blank or incomplete forms.

7. All evaluation reports will be placed on file in the office of the Superintendent.
8. The evaluation reports shall include references to the strengths and/or weaknesses of the employee being evaluated and recommendation for improvement where weaknesses are noted.

CLINTON TOWNSHIP

TEACHERS' SALARY

SCHEDULE A

1989-1990

STEP	BA	BB+15	MA/30	MA FIELD	MA+30
E	\$ 22,635	\$ 23,085	\$ 23,735	\$ 24,635	\$ 25,485
F	22,835	23,285	23,935	24,835	25,685
G	23,535	23,985	24,635	25,535	26,385
H	24,260	24,710	25,360	26,260	27,110
I	25,085	25,535	26,185	27,085	27,935
J	25,945	26,395	27,045	27,945	28,795
K	26,820	27,270	27,920	28,820	29,670
L	27,745	28,195	28,845	29,745	30,595
M	28,845	29,295	29,945	30,845	31,695
N	31,935	32,285	32,935	33,835	34,685
O	36,660	37,110	37,560	38,460	39,310
P	39,295	39,745	40,395	41,295	42,145

SCHEDULE A

1991-1992

STEP	BA	BA+15	MA/30	MA FIELD	MA+30
E	\$ 26,110	\$ 26,560	\$ 27,210	\$ 28,110	\$ 28,960
F	26,310	26,760	27,410	28,310	29,160
G	27,010	27,460	28,110	29,010	29,860
H	27,810	28,260	28,910	29,810	30,660
I	28,840	29,290	29,940	30,840	31,690
J	29,790	30,240	30,890	31,790	32,640
K	30,790	31,240	31,890	32,790	33,640
L	31,890	32,340	32,990	33,890	34,740
M	33,310	33,760	34,410	35,310	36,160
N	36,860	37,310	37,960	38,860	39,710
O	42,000	42,450	43,100	44,000	44,850
P	46,000	46,450	47,100	48,000	48,850

SCHEDULE A

1991-1992

STEP	BA	BA+15	MA/30	MA FIELD	MA+30
E	\$ 26,110	\$ 26,560	\$ 27,210	\$ 28,110	\$ 28,960
F	26,310	26,760	27,410	28,310	29,160
G	27,010	27,460	28,110	29,010	29,860
H	27,810	28,260	28,910	29,810	30,660
I	28,840	29,290	29,940	30,840	31,690
J	29,790	30,240	30,890	31,790	32,640
K	30,790	31,240	31,890	32,790	33,640
L	31,890	32,340	32,990	33,890	34,740
M	33,310	33,760	34,410	35,310	36,150
N	36,860	37,310	37,960	38,860	39,710
O	42,000	42,450	43,100	44,000	44,850
P	46,000	46,450	47,100	48,000	48,850

SECRETARIAL/CLERICAL GUIDE

SCHEDULE G

YEARS OF EXPERIENCE	1989-1990			
	I CLERK	<i>10 MONTH</i> II SECRETARY	<i>Building 12 MONTH</i> III SECRETARY	<i>Admin Bldg. 12 MONTH</i> IV SECRETARY
1	\$ 13,261	\$ 15,128	\$ 18,161	\$ 19,218
2	13,676	15,673	18,815	19,910
3	14,092	16,218	19,469	20,602
4	14,508	16,763	20,124	21,295
5	14,906	17,393	20,880	22,095
6	15,321	18,029	21,643	22,903
7	15,738	18,434	22,130	23,418

SCHEDULE E

Dance-Athletic Chaperones

\$45 / 3 hour maximum N/C

SCHEDULE F

	1989-90	1990-91	1991-92
Summer Secretary Call-In	\$ 9.20	\$ 10.02	\$ 10.90

SECRETARIAL/CLERICAL GUIDE

SCHEDULE G

1989-1990

YEARS OF EXPERIENCE	I CLERK	1989-1990		
		<i>10 MONTH</i> II SECRETARY	<i>Building</i> <i>12 MONTH</i> III SECRETARY	<i>Admin Bldg.</i> <i>12 months</i> IV SECRETARY
1	\$ 13,261	\$ 15,128	\$ 18,161	\$ 19,218
2	13,676	15,673	18,815	19,910
3	14,092	16,218	19,469	20,602
4	14,508	16,763	20,124	21,295
5	14,906	17,393	20,880	22,095
6	15,321	18,029	21,643	22,903
7	15,738	18,434	22,130	23,418

CLINTON TOWNSHIP
SECRETARIAL/CLERICAL GUIDE

SCHEDULE G

1990-1991

<u>YEARS OF EXPERIENCE</u>	<u>I CLERK</u>	<u>II SECRETARY</u>	<u>III SECRETARY</u>	<u>IV SECRETARY</u>
1	\$ 14,058	\$ 16,216	\$ 19,467	\$ 20,600
2	14,498	16,834	20,209	21,385
3	14,939	17,397	20,885	22,100
4	15,380	17,961	21,562	22,817
5	15,802	18,591	22,318	23,617
6	16,242	19,222	23,076	24,419
7	16,684	19,924	23,919	25,311

CLINTON TOWNSHIP
 SECRETARIAL/CLERICAL GUIDE
 SCHEDULE G
 1991-1992

<u>YEARS OF EXPERIENCE</u>	<u>I CLERK</u>	<u>II SECRETARY</u>	<u>III SECRETARY</u>	<u>IV SECRETARY</u>
1	\$ 14,841	\$ 17,816	\$ 21,387	\$ 22,632
2	15,306	18,406	22,096	23,382
3	15,771	18,996	22,905	24,132
4	16,237	19,626	23,561	24,932
5	16,682	20,256	24,317	25,732
6	17,147	20,886	25,073	26,532
7	17,613	21,552	25,873	27,379

CLINTON TOWNSHIP
 INSTRUCTIONAL AIDE
 SCHEDULE H

<u>STEP</u>	<u>88-89</u>	<u>89-90</u>	<u>90-91</u>	<u>91-92</u>
1	\$ 8,768 ⁴	\$ 9,500 ⁴	\$ 10,100	\$ 10,500
2	9,556	9,768	10,500 ⁴	11,000
3	10,416	10,660	10,843	11,500 ⁴
4	11,353	11,510	11,800	11,943 ⁴
5	--	12,360	12,500	12,700
6	12,374 ¹	13,374 ¹	14,324 ¹	15,300 ¹
Off Guide	14,700 ¹	15,700 ¹	16,750 ¹	17,825 ¹

EMPLOYEE RIGHTS

1. Just Cause Provision

No employee shall be disciplined or reprimanded without just cause. Any such action asserted by the Board shall be subject to the grievance procedure herein set forth.

2. Required Meetings or Hearings

Whenever any employee is required to appear before the Board or any committee of the Board, concerning any matter which could adversely affect the continuation of that employee in his office, position or employment or the salary or any increments pertaining thereto, then he shall be given ten (10) days prior written notice of the reasons for such meeting or interview and shall be entitled to have a representative of the Association present to advise him and represent him during such meeting or interview.

3. Criticism of Employees

Any question of criticism by a supervisor, administrator, or Board member of an employee and his instructional methodology shall be made in confidence and not in the presence of students, parents, or other public gatherings. (Providing nothing herein shall preclude a Board member or Superintendent from responding, in an ethical manner, to questions raised about an employee's conduct or methodology at a public meeting of the Board, and if written, it should apply only to written complaints.)

4. Association Identification

No employee shall be prevented from wearing pins or other identification of membership in the Association or its affiliates.

5. Student Grades

No grade shall be changed without written notice to the teacher. When a grade is changed, a standard form letter will be put in the teacher's file stating that the grade was changed by the Administration/Board. The teacher may notify the parent that the grade was changed.

6. Employees will be given copies of additions to their personnel files. They will sign a receipt for such copies. The employee shall have the opportunity to respond in writing to and/or rebut such material and such response

duplication process.

7. Pursuant to Chapter 123, Public Laws 1974, the Board hereby agrees that every employee of the Board shall have the right freely to organize, join and support the Association and its affiliates for the purpose of engaging in collective negotiations and other legal activities for mutual aid and protection.

ARTICLE XVI

NONDISCRIMINATION

There shall be no discrimination by the Board or the Association against any employee on the basis of race, color, creed, sex, age, national origin, religious or political affiliation.

ARTICLE XVII

SEPARABILITY

If any provision of this Agreement or any application of this Agreement to any employee or group of employees is held to be contrary to law, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

ARTICLE XVIII

COMPLIANCE

Any individual contract between the Board and an individual employee, heretofore or hereafter executed, shall be subject to and consistent with the terms and conditions of this Agreement. If an individual contract contains any language inconsistent with the Agreement, this Agreement, during its duration, shall be controlling.

ARTICLE XIX

AGREEMENT

IN WITNESS of the foregoing the parties hereto have caused this Agreement to be duly executed by their respective Presidents and Secretaries on the date indicated below.

CLINTON TOWNSHIP
BOARD OF EDUCATION

Joseph P. Lombardo
Negotiations Chairperson

Ronald E. Irvine
President

Claire Mozurak
Secretary

Feb 26, 1990
Date

CLINTON TOWNSHIP
EDUCATION ASSOCIATION

Joyce A. Kirchin
Neg. Co-Chairperson

M. Willey
Negotiations Chairperson

Manuela Talley
President

Feb. 28, 1990
Date