

TEACHER CONTRACT
2008-2011

CLINTON PUBLIC SCHOOL

10 School Street

Clinton, NJ 08809

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TOWN OF CLINTON NEGOTIATED AGREEMENT

SECTION A - PREAMBLE

This Agreement is entered into this 23rd day of October, 2008, by and between the Board of Education of the Town of Clinton, New Jersey, hereinafter called the "Board," and the Clinton Teachers' Association, hereinafter called the "Association."

SECTION B - RECOGNITION

1. 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 certificated professional staff and child study team members excluding the superintendent, principal, supervisors, network administrator, special education administrator, administrative assistants, substitute teachers, instructional aides, and summer school staff.

2. Definition of Teacher

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

SECTION C - NEGOTIATION PROCEDURES

1. 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 according to the timelines set by the Public Employment Relations Commission.

2. Data

During negotiations, the Board and the Association shall present relevant data, exchange points of view, and make proposals and counterproposals. 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.

3. Selection of Negotiators

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

4. Amendments/Modifications

Should a mutually acceptable amendment to this Agreement be negotiated by the parties, it shall be reduced to writing, be signed by the Board and the Association, and be made a part of this Agreement. This Agreement shall not be modified in whole or in part by the parties except by an instrument in writing duly executed by both parties.

SECTION D - GRIEVANCE

1. Definitions

- a. A "Grievance" is a claim by a teacher or the Association based upon the interpretation, application, or violation of Board policy, this Agreement, or an administrative decision affecting the terms and conditions of employment of a teacher or a group of teachers.
- b. Arbitration shall be final and binding on both parties, and can only be based upon the interpretation, application, or violation of an expressed provision of this Agreement.
- c. An "Aggrieved Party" is the person, persons, or the Association making the claim.

2. Purpose

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

3. Procedure

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

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

Step	Day	
1	1	Date of the grievable act.
2	2-29	Meet with principal.
3	30	File written Grievance with the superintendent.
4	40	The superintendent shall deliver a written reply to the Aggrieved Party.
5	50	The Aggrieved Party shall deliver to the Executive Committee of the Association the response of the superintendent. If the Association determines that a Grievance is meritorious, it shall request, in writing, a hearing before the Board.
6	65	The Board shall meet with the Association to hear the Grievance.
7	75	The Board shall deliver its decision in writing to the Association.
8	90	If the Board decision is unacceptable, a written request to arbitrate shall be submitted by the Association to the business administrator.
9	105	A mutually agreed-upon arbitrator shall be selected and their acceptance received

or the selection shall proceed in accordance with the rules and regulations of the Public Employment Relations Commission.

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

4. Rules of Arbitration

- a. Each party to that arbitration shall bear its own expense, except that the fee and expenses of the impartial arbitrator shall be shared equally by the Board and the Association.
- b. An arbitration decision shall apply only to the Grievance which is being arbitrated, and shall not create any additional liability against either the Board or the grievant.
- c. The arbitrator's authority shall be limited to applying and interpreting the express terms and conditions of this Agreement. The arbitrator shall not have authority to deal with wage rates, or to add to, subtract from, or otherwise amend the terms of this Agreement.

5. General Rules

- a. All meetings and hearings under this procedure shall be confidential and conducted in private, and shall include only such parties concerned and their designated or selected representatives.
- b. The Grievance shall be submitted on the approved grievance form included in the staff handbook.

SECTION E - PRIVILEGES AND RESPONSIBILITIES OF THE ASSOCIATION

1. Association Business

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

2. Association Meetings

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

3. Posters and Announcements

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

4. Association Bulletin Board

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

5. School Mail

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

SECTION F - SCHOOL CALENDAR

1. Calendar Preparation

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

2. Early Dismissal

The day before Thanksgiving and the day before Winter Recess shall be a 12:45 PM dismissal day for all teachers.

3. Days Per Year

The school year will not consist of more than 185 days. 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.

SECTION G - TEACHING HOURS AND TEACHING LOADS

1. School Hours

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

2. Lunch Periods

- a. Teachers working more than four hours per day shall have a duty-free lunch period of at least 30 consecutive minutes, or not less than the lunch period time allowed pupils.
- b. Teachers may leave the building, without requesting permission, during their scheduled duty-free lunch period, provided the office is notified.

3. Preparation Time

Full-time teachers shall have preparation time, during which they shall not be assigned to any other duties, of at least 40 minutes per day, with no less than 30 consecutive minutes. Part-time teachers working more than 3.5 hours per day but less than a full day shall receive a pro-rated preparation period.

4. Delayed Opening

In the event of a delayed opening, a modified delayed opening schedule to include all periods shall be in effect.

5. Middle School Coordinator

The Middle School Coordinator shall have one additional 40-minute prep period per day.

6. Notice of Meetings

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

7. Evaluation of Teachers

- a. All observation of the work performance of a teacher shall be conducted openly and with full knowledge of the teacher.
- b. A teacher shall be given a copy of the evaluation report within five working days following the conference. Reports shall be signed by the evaluator and the teacher. The teacher shall receive a copy of such reports.
- c. Any complaint regarding a teacher made to any member of the administration by any parent, student, or other person which is used in any manner in evaluating a teacher shall be promptly investigated and called to the attention of the teacher. The teacher shall be given an opportunity to respond to and/or rebut such complaint.

SECTION H - TEACHER ASSIGNMENT

1. Voluntary Reassignment

- a. Within one week after a known vacancy, the Board shall notify the Association by posting on the bulletin board such a position.
- b. Teachers who desire a change in grade and/or subject assignment may file a written statement of such desire with the superintendent within one week of such posting. Such statement shall include the grade and/or subject to which the teacher desires to be assigned.
- c. If the request for reassignment is not granted, the teacher may meet with the superintendent to discuss the matter.

2. Involuntary Reassignment

- a. Notice of involuntary reassignment shall be given to teachers as soon as practicable.
- b. A reassigned teacher may meet with the superintendent to discuss the matter. If the meeting with the superintendent does not prove satisfactory, the teacher may meet with the Board. These meetings shall not delay the Board's actions.

SECTION I - ADDITIONAL BENEFIT PAYMENTS

1. Mileage Reimbursement

The Board will pay the State OMB travel circular rate per mile to any teacher using his/her car on a trip which the Board shall determine necessary to school business, as recommended by the superintendent for Board approval.

2. Expenses

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

3. Classroom Reassignment Compensation

A teacher required to make a classroom assignment change will be compensated at the rate of \$20 per hour up to a maximum of eight hours per move for the purpose of packing, moving, and/or unpacking his/her classroom. A teacher may claim this compensation after having worked three hours without additional compensation within one calendar year.

4. Enrollment of Teachers' Children on Tuition Basis

Clinton Public School teachers who do not reside in the district may choose to enroll their children at CPS at 50% the Board-approved out-of-district tuition rate, subject to Board approval. Special services will be billed to the Teacher at the full rate. Teachers on leave of absence may also enroll their child(ren) at the 50% rate. If they do not return to active employment directly following their leave of absence, they must reimburse the Board the difference between the full tuition rate and the 50% reduced rate for the enrolled period of time during the leave. Reimbursement must be received no later than 30 days after the original date of return from the leave.

SECTION J – PROFESSIONAL DEVELOPMENT AND EDUCATIONAL IMPROVEMENT

1. Advanced Degrees

After a teacher obtains a higher degree or equivalent, or enough credits for movement on the salary guide, as specified by the salary guide, that teacher will be placed on the proper place on the guide after attainment of such degree or credits and notification of such attainment is received by the superintendent in the form of official transcripts. A revised contract indicating the new salary rate shall become effective on the first of the month following the next regularly scheduled Board meeting.

2. Tuition Reimbursement

The Board will pay in any one school year up to a maximum of 12 credits of tuition cost and requisite fee(s) to register for the course(s) at the in-state State University rate for teacher training courses. First year CPS teachers will be reimbursed up to a maximum of six credits per year. Second year CPS teachers will be reimbursed up to a maximum of nine credits per year. These courses shall be offered through accredited colleges and shall be applicable to teaching assignments or specialties available at CPS and the courses shall be completed during that year by any teacher holding a permanent certificate, with prior written approval of the superintendent.

Payment shall be made upon receipt of transcript containing, grades of an A, B, or Pass in a Pass/Fail system and a cancelled check provided the said teacher is still an employee of the Town of Clinton School District.

3. Textbook Reimbursement

The Board will reimburse teachers for the full cost of textbooks purchased in fulfillment of requirements for any course which qualified for tuition reimbursement above, if such textbooks are donated to the professional collection of the school library. The Board will pay half the cost of such textbooks which a teacher wishes to retain for personal use. Reimbursement shall be based on three semesters per year.

4. New Jersey Continuing Education Plan

The Board and the Association will implement the New Jersey Continuing Education Plan in accordance with NJAC 6:11-13.1-13.6. The procedures for the implementation of this will be established each year by the school's Professional Development Committee consisting of four teachers and two administrators.

5. New Jersey Mentoring Plan

The Board and the Association will implement the New Jersey Mentoring Regulations in accordance with NJ 6A:9-8.1 to 9-8.8. The procedures for the implementation of this will be established each year by the school's Professional Development Committee consisting of four teachers and two administrators. The Board will pay the mandated fee of \$550 for state required mentors.

SECTION K - PROFESSIONAL COMPENSATION

1. Salary

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

2. 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 and/or years of

related experience as deemed appropriate by the superintendent. Credited teaching experience may be limited to consecutive years of teaching immediately prior to the date of hire with no breach in service.

In-field will be defined as courses specifically designed to increase the professional competence of certified public school teachers.

The Board may hire new teachers at such salary as may be agreed between the parties provided it shall not be less than the minimum salary on the appropriate schedule (A, B, or C) and not greater than the salary determined with paragraphs "1" and "2" above.

Placement on the laterals will be as follows:

BA/BS: Any member of the professional staff who has been duly certified in the appropriate educational field and holds the BA or BS degree from an accredited college or university.

BA+15/BS+15: A minimum of 15 graduate credits from an accredited college or university beyond the requirements for BA/BS.

BA+30/BS+30: A minimum of 30 graduate credits from an accredited college or university beyond requirements for BA/BS.

MA: A masters degree in-field granted by an accredited college or university.

MA+15: A minimum of 15 graduate credits from an accredited college or university in addition to those requirements for an MA.

MA+30: A minimum of 30 graduate credits from an accredited college or university in addition to those requirements for an MA.

3. Military and Other Service

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

4. Method of Payment

a. Ten Month

Each teacher employed on a ten-month basis shall be paid in 20 equal semi-monthly installments. Payroll checks will be distributed on the 10th and 25th day of each month.

b. Automatic Payroll Savings Plan

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

c. Automatic Payroll Deposit Plan

Teachers may individually elect to have their monthly salary automatically deposited in his/her checking and/or savings account.

d. Exceptions

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

e. Final Day

Teachers shall receive their final pay on their last working day in June pending successful completion of all of their professional responsibilities.

5. Summer Payment for IDEA Mandated Child Study Team Work

Child Study Team members who are requested in writing by the superintendent or his/her designee to perform IDEA mandated work during the summer, shall be paid the pro-rata equivalent of their annual salary. Per diem rate will be calculated at 1/200 of the annual salary per day or 1/1400 of the annual salary per hour.

Other teachers requested by the superintendent or his/her designee to attend Child Study Team meetings during the summer will be paid at the current summer school hourly rate.

6. Curriculum Development Compensation

A teacher making any grade, subject and/or program reassignment that the individual has not taught within the previous two years at CPS will be compensated at the Summer Curriculum Development Rate for up to a maximum of eight (8) hours for the purpose of learning the required curriculum.

7. I&RS

If, during this agreement 2008/09-2010/11 the State of New Jersey mandates new regulations governing I&RS, the Association and the Board agree to reopen this contract to negotiate on the I&RS issue only.

SECTION L - CO-CURRICULAR PROGRAM GUIDE

1. Rates

	<u>08-09 (+4.5%)</u>	<u>09-10 (+4.35%)</u>	<u>10-11 (+4.35%)</u>
Clubs: 16 sessions 3:00-4:30 PM	\$771	\$805	\$840
Student Council Advisor (7/8)	\$1011	\$1054	\$1100
Student Council Advisor (5/6)	\$1011	\$1054	\$1100
Assembly Coordinator	\$297	\$310	\$323
Athletic Director	\$2000	\$2087	\$2178
Yearbook Advisor	\$1427	\$1490	\$1554

Academy Coordinator	\$771	\$805	\$840
Peer to Peer Leaders (2)	\$1011	\$1054	\$1100
Team Leaders and I&RS (7 total)	\$771	\$805	\$840
Summer Curriculum Development	\$33 per hr.	\$35 per hr.	\$36 per hr.
Summer Tech Support	\$33 per hr.	\$35 per hr.	\$36 per hr.
Summer School	\$36 per hr.	\$37 per hr.	\$39 per hr.
Summer Teacher Orientation Presenters	\$36 per hr.	\$37 per hr.	\$39 per hr.
Presentation Preparation (up to 2 hours)	\$33 per hr.	\$35 per hr.	\$36 per hr.
Presentations outside of school hours	\$54	\$57	\$59
CPS In-service Courses (preparation)	\$33 per hr.	\$35 per hr.	\$36 per hr.
Extra Supervisory Personnel following school day	\$33 per hr.	\$35 per hr.	\$36 per hr.
Extra Supervisory Personnel return after 4:45 PM - per activity	\$54	\$57	\$59
Required Parent Info Nights: beyond parent conferences and Back to School	\$54	\$57	\$59
Overnight Supervision - per night	\$143	\$149	\$156
Saturday Supervision - per activity	\$89	\$93	\$97
Spring Musical Director 1-3 years experience	\$2812	\$2934	\$3062
3+ years experience	\$3040	\$3172	\$3310
Spring Musical Assistant Director (3) 1-3 years experience	\$862	\$900	\$939
3+ years experience	\$1006	\$1050	\$1096
Grade Level Musical Director	\$771	\$805	\$840
Grade Level Assistant Director(s) (total)	\$771	\$805	\$840
Summer Orientation for New Students (maximum 2 staff)	\$36 per hr.	\$37 per hr.	\$39 per hr.
Fall Sports: Cross Country, Soccer, Volleyball 1-3 years experience	\$1519	\$1586	\$1654
3+ years experience	\$1672	\$1745	\$1821
Winter Sports: Basketball, Cheerleading 1-3 years experience	\$2812	\$2934	\$3062
3+ years experience	\$3040	\$3172	\$3310
Spring Sports: Softball, Baseball 1-3 years experience	\$1519	\$1586	\$1654
3+ years experience	\$1672	\$1745	\$1821

2. Posting
All co-curricular positions will be posted by the superintendent.

3. Experience

Above references to “experience” refer to experience in that position at CPS.

4. Approval

All of the above co-curricular activities must have prior approval by the superintendent.

6. Increases

All stipends will increase each year for the duration of this contract at the same rate as teachers’ salary increases

SECTION M - INSURANCE PROTECTION

The Board shall provide the following health care insurance protection. These benefits shall only be provided to teachers who work 20 or more hours per week.

1. Health Care Protection

- a. For teachers who remain in the employ of the Board for the full school year, the Board shall make payment of full individual or full family insurance premiums as appropriate to provide insurance coverage for the 12-month period commencing September 1st and ending August 31st.
- b. Health Plan: The Board will offer the options of Horizon New Jersey Blue Cross/Blue Shield, “Blue Card” (PPO) and Point of Service (POS) plans to teachers under contract, as stated above in section “a”. An employee may choose to pay the difference between the Horizon PPO single, husband/wife, parent/child, or family premium and the Horizon Traditional single, husband/wife, parent/child, or family premium, respectively. Newly enrolled employees will not be eligible for the Traditional Plan. The Board may substitute coverage, provided such coverage is substantially equal to or better than the insurance coverage under the New Jersey State Health Benefits Program.

2. Health Care Information

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

3. Dental Plan

The Board shall pay the premiums for dental insurance coverage for all teachers and their dependents at the annual premium rate for the length of this contract.

SECTION N - LEAVES OF ABSENCE

1. Personal Sickness (as per state law)

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

- a. Any teacher who retires according to the provisions of the TPAF and has 20 years of service in the Town of Clinton School District shall be eligible for the following formula for payment for unused sick days:

75% of accumulated sick leave days reimbursed at \$100 per day

Said payment shall be paid to the retiree or his/her estate in two equal payments no later than January 10 and July 10 of the school year following retirement.

- b. Any teacher who retires according to the provisions of the TPAF and has 20 years of service in any public school, of which at least 15 years were spent teaching in CPS, shall be eligible for the following formula for payment for unused sick days:

65% of accumulated sick leave days reimbursed at \$75 per day

Said payment shall be paid to the retiree or his/her estate in two equal payments no later than January 10 and July 10 of the school year following retirement.

- c. In order to be eligible for said payment on January 10, a teacher must notify the Board by December 15, or six months prior to the actual date of retirement, whichever is earlier. If notification comes after that date, reimbursement will be made to the retiree or his/her estate the following January 10 and July 10.

2. Illness in the Immediate Family

A maximum of **five** school days per year may be taken for an illness in the immediate family, with approval by the superintendent. That is, father, mother, father-in-law, mother-in-law, brother, sister, child, husband, wife, grandparents, grandchildren, equivalent step-relatives, any other member of the immediate household, or any person for whom the teacher is the legal guardian.

3. Death in the Immediate Family

Maximum of **five** school days per incident may be taken for a death in the immediate family. That is, father, mother, father-in-law, mother-in-law, brother, sister, child, husband, wife, grandparents, grandchildren, equivalent step-relatives, any other member of the immediate household, or any person for whom the teacher is the legal guardian.

4. Death of other Relative not listed above

One school day per relative may be taken.

5. Court Subpoena

Number of days specified by the court order may be taken.

6. Personal business

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

7. Legal proceedings

A teacher may be compensated for time necessary for an appearance in legal proceedings connected with the teacher's employment and/or on behalf the school system. In the event of a legal suit between the Board and a teacher, the teacher will receive full pay for days of court appearance only if the teacher is found not guilty of any offense or wins the judgment against the Board. By way of illustration but not limitation, this provision applies when a teacher is called as a witness on behalf of the Board or in her/his capacity as a teacher before an Administrative Law Judge in a due process proceeding.

This provision will not apply to those circumstances in which either the Board has initiated a legal proceeding against the teacher, or the teacher has initiated a legal proceeding against the Board.

8. U.S. Reserve or National Guard

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

9. Professional Business

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

10. Death in the School

In the event of the death of an adult or student presently or formerly associated with the school system, representation at the funeral services shall be determined by the superintendent after consultation with the Association President(s).

11. Part-time Teachers Leave

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

12. Disability and Child Care

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

The Board may grant an unpaid leave of absence for the purpose of child care. Each request shall be granted for no more than one year. Request for child care leave shall be made at least one month prior to the anticipated start of leave. Return from a child care leave shall be on a day mutually agreed upon by the teacher and the superintendent. An employee will not be advanced on the salary guide or accrue benefits for any year in which the employee has not worked a minimum of 90 school days.

13. Other Leaves or Absences

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

14. "Carry-over" Sick Leave

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

15. Sabbatical Leave

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

- a. All sabbatical requests are subject to approval by the superintendent and Board and are dependent on budgetary considerations and the parameters outlined below.
- b. Dates - A sabbatical leave may be granted to one teacher at any one time between September 1 and June 30.
- c. Request for a Sabbatical - Request for a sabbatical leave must include a detailed description of the program and must be received by the superintendent in writing in such form as may be mutually agreed upon by the Association and the superintendent no later than December 15 and action must be taken on or before January 31 of the school year preceding the school year for which the leave is requested. A report is required upon return after the leave.

- d. Length of Service - The teacher has completed at least seven full years of service in the district, the last three of which must have been consecutive. No individual will be granted more than one sabbatical leave within a seven year period. However, no candidate shall be considered for a sabbatical leave in the year for which the employee's salary increment has been withheld.
- e. Salary and Benefits:
 - (1.) A professional staff member on sabbatical leave shall be paid one-half his/her salary for a full year or full salary for a one-half year leave.
 - (2.) From this compensation shall be made the regular deductions for TPAF and other deductions required by law or at the request of the professional staff member.
 - (3.) During a sabbatical leave year, professional staff members shall accrue sick leave and personal days proportional to the portion of the school year actually worked, i.e., one semester sabbatical equals one-half sick and personal days accrued.
 - (4.) Benefits for a teacher on sabbatical leave will be maintained.
- f. Return from Sabbatical - Upon return from sabbatical leave, a teacher will be placed on the level which she/he would have achieved had he/she remained actively employed in the system during the period of absence. The employee's teaching assignment is made at the discretion of the superintendent, as per state requirements for certification.
- g. Two Year Contract – Upon request by the superintendent, any teacher granted a sabbatical leave, upon notice of said grant, may be required to sign a two-year contract. The first year of said contract shall be the sabbatical year.
- h. Conditions: Grantees will agree in writing:
 - (1.) that they will not accept employment outside the district during the period of their leave except where approved by the superintendent;
 - (2.) that they will return to employment within the district for at least one year;
 - (3.) that they will, within three months of their return to normal duties, submit a written report to the Board regarding the activities undertaken and accomplished during the leave;
 - (4.) that if the above stipulations are not complied with and/or the purpose of the leave is not fulfilled, he/she will repay all salary monies received during the leave.

SECTION O - DURATION OF AGREEMENT

1. Dates

This Agreement shall be effective as of July 1, 2008 and shall continue in effect until June 30, 2011.

2. Copies of the Agreement

Copies of this Agreement shall be reproduced within 30 days after the Agreement is signed and presented to all teachers now employed or hereafter employed, and may be examined by persons considered for employment by the Board.

3. Periodic Meetings

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

SECTION P - RIGHTS OF THE BOARD

1. The Rights of the Board

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

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

2. Press Release

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

3. 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 is forbidden to waive any rights or powers granted it by law. Any section of the negotiated Agreement which has been nullified by court decision or legislative action will be deleted. The remainder of the contract will remain in effect for the duration of the Agreement.

4. 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.

5. Annual Review

It is agreed that either party may call for a special meeting to review items of concern. This meeting must be requested in writing prior to January 31 of each year. Items of concern noted in sentence one may be reopened and discussed with the consent of the other party.

SECTION Q – Representation Fee

1. Purpose of Fee

If an employee does not become a member of the Association during any membership year (i.e., September 1 to August 31) which is covered in whole or in part by this Agreement, said employee will be required to pay a representation fee to the Association for that membership year. The purpose of this fee will be to offset the employee's per capita cost of services rendered by the Association as majority representative.

2. Amount of Fee/Notification

At the onset of each membership year, the Association will notify the Board in writing of the amount of the regular membership dues, initiation fees, and assessments charged by the Association to its own members for that membership year. The representation fee to be paid by nonmembers/fee-payers will be determined by an impartial arbitrator in accordance with the law.

3. Deduction and Transmission of Fee

a. Notification

On or about September 1 of each year, the Board will submit to the Association a list of all employees in the bargaining unit. On or about January 1 of each year, the Association shall provide the Board with the names of those employees who are required to pay the representation fee.

b. Payroll Deduction Schedule

The Board will deduct from the salaries of the employees required to pay the representation fee the full amount of the yearly representation fee in equal installments beginning with the first paycheck in February.

c. Mechanics

Except as otherwise provided in this Agreement, the mechanics for the transmission of such fees to the Association will, as nearly as possible, be the same as those used for the transmission of regular membership dues to the Association.

d. Changes

The Association will notify the Board in writing of any changes in the list provided for in section 3a above, and/or the amount of the representation fee, and such changes will be reflected in any deductions made more than two weeks after the Board received said notice.

e. New Employees

The Board will submit to the Association a list of all employees hired after September 15, within two weeks after Board approval of the hire. The Board will also notify the Association of any change in the status of an employee regarding transfer, leave of absence, return from leave, retirement, resignation, separation from employment, or death.

SECTION R – APPROVAL

In witness whereof the Association has caused this Agreement to be signed by its President(s) and Secretary, and the Board has caused this Agreement to be signed by its President and 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

Sharon Black *10/31/08*
Association President(s) Date
Judy Luptak *10/31/08*
Association President(s) Date
Joan Muldoon *10/31/08*
Association Secretary Date

Amanda *10-31-08*
Board President Date
Frisia Aguiar *11/12/08*
Board Secretary Date

The Association President(s) and Secretary take this action for the Clinton Teachers' Association, which gave its approval on the 23rd day of October, 2008.

The Board President and Board Secretary take this action for the Town of Clinton Board of Education, which gave its approval on the 15th day of October, 2008.

Clinton Public School
10 School Street, Clinton, NJ 08809

Teacher Assistant Salary Guide

Step	2007/08	2008/09	2009/10
1	18,000	18,810	18,810
2	18,806	18,810	19,562
3	19,671	19,652	19,562
4	20,570	20,556	20,438
5	20,919	21,496	21,378
6	21,233	21,860	22,356
7	21,902	22,188	22,734
8	22,229	22,888	23,076
9	22,565	23,229	23,804
10	22,903	23,580	24,158
11	23,246	23,934	24,523
12	23,594	24,292	24,891
13	23,950	24,656	25,264
14	24,307	25,028	25,642
15	N/A	25,401	26,029
16	N/A	N/A	26,417

YEAR 2
2009-10

Clinton Town

Y o E	Salary Guide Step	BA	BA+15	BA+30	MA	MA+15	MA+30
0-1	B	46,742	47,457	48,172	50,037	50,502	51,467
2-3	C	47,242	47,957	48,672	50,537	51,002	51,967
4-6	D	47,742	48,457	49,172	51,037	51,502	52,467
7-10	E	49,092	49,807	50,522	52,387	52,852	53,817
11	F	50,892	51,607	52,322	54,187	54,652	55,617
12	G	52,792	53,507	54,222	56,087	56,552	57,517
13	H	54,792	55,507	56,222	58,087	58,552	59,517
14	I	56,892	57,607	58,322	60,187	60,652	61,617
15	J	59,492	60,207	60,922	62,787	63,252	64,217
16	K	62,142	62,857	63,572	65,437	65,902	66,867
17	L	64,842	65,557	66,272	68,137	68,602	69,567
18	M	67,592	68,307	69,022	70,887	71,352	72,317
19	N	70,392	71,107	71,822	73,687	74,152	75,117
20	O	73,242	73,957	74,672	76,537	77,002	77,967
21	P	76,142	76,857	77,572	79,437	79,902	80,867
22+	Q	79,092	79,807	80,522	82,387	82,852	83,817
	Q	79,092	79,807	80,522	82,387	82,852	83,817

YEAR 3
2010-11

Clinton Town

Y o E	Salary Guide Step	BA	BA+15	BA+30	MA	MA+15	MA+30
0	B	48,242	49,067	49,892	51,717	52,142	53,067
1-2	C	48,742	49,567	50,392	52,217	52,642	53,567
3-4	D	49,242	50,067	50,892	52,717	53,142	54,067
5-7	E	50,192	51,017	51,842	53,667	54,092	55,017
8-11	F	52,042	52,867	53,692	55,517	55,942	56,867
12	G	53,992	54,817	55,642	57,467	57,892	58,817
13	H	56,042	56,867	57,692	59,517	59,942	60,867
14	I	58,192	59,017	59,842	61,667	62,092	63,017
15	J	60,842	61,667	62,492	64,317	64,742	65,667
16	K	63,542	64,367	65,192	67,017	67,442	68,367
17	L	66,292	67,117	67,942	69,767	70,192	71,117
18	M	69,092	69,917	70,742	72,567	72,992	73,917
19	N	71,942	72,767	73,592	75,417	75,842	76,767
20	O	74,842	75,667	76,492	78,317	78,742	79,667
21	P	77,792	78,617	79,442	81,267	81,692	82,617
22+	Q	80,792	81,617	82,442	84,267	84,692	85,617
	Q	80,792	81,617	82,442	84,267	84,692	85,617