

Agreement

Between

**The
Clinton Township
Board of Education**

And

**The
Clinton Township
Education Association**

July 1, 2004 - June 30, 2007

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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, 2004 and shall continue in effect through June 30, 2007.

**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 full or part time:

Certified Teaching Staff Members
Teacher Assistants
Long Term Substitutes
School Guidance Counselors
Librarians
Nurses
School Psychologists
Learning Disabilities Teacher Consultant
School Social Worker
Occupational Therapist
Physical Therapist
Speech Therapist
Behavior Specialist
School Building Secretaries
Special Service Secretaries
Custodian and Maintenance Personnel

But excluding:

Supervisory Personnel
Per Diem Substitutes
Administrators
Summer Employees
District Office Secretaries
Business Office Staff
Technology Support Staff

2. Unless otherwise indicated the term "employee(s)", when used hereinafter in this Agreement will refer to all employees in the above-mentioned bargaining unit.
3. The term "teacher(s)" will refer specifically to all certified professional employees employed as teaching staff members only, not employed as teacher assistants.

**ARTICLE II
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 will begin in accordance with PERC rules in the calendar year preceding the calendar year in which this Agreement expires unless mutually agreed upon by both parties.
2. This Agreement represents and incorporates the complete and final understanding and settlement by the parties of all issues which were or could have been the subject of negotiations. During the term of this Agreement, neither party will be required to negotiate with respect to any such matter, whether or not covered by the Agreement, and whether or not within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement, except that proposed new rules or modifications of existing rules governing working conditions shall be negotiated with the Association as may be required by N.J.S.A.34:13A-5.3

3. This Agreement will 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 will operate retroactively unless expressly stated.
5. Any employee participating in negotiations, meetings, and conferences during normal school hours upon mutual agreement of the parties will be released from their assigned duties without loss of pay.
6. The rights granted to employees herein will 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 power, 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 operation, 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 will 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 will be construed to deny or restrict the Board with respect to its powers, rights, authority, duties, and responsibilities under N.J.S.A. 18A-1, et seq., N.J.S.A. 40:-1 et seq. and N.J.S.A. 40A-1 et seq., or any other national, state, county ,district or local laws or regulations as they pertain to education.
4. It is understood that all employees will 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 will supersede and prevail over any conflicting provisions.

ARTICLE IV ASSOCIATION RIGHTS

A. Representation

1. The Association and its representative will have the right to use school buildings at reasonable hours for meetings. Permission of the Superintendent or designee will be required. Such permission will not be withheld unreasonably.
2. Posters or announcements pertaining to Association affairs will 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.
3. The Association will have the privilege of using school facilities and equipment, when such equipment is not otherwise in use, with permission of the administrator, provided this will not interfere with or interrupt normal school operations. The Association will furnish all material and supplies to be used.
4. The Association will have, in each building, the exclusive use of a bulletin board. The building administrator will designate the location.
5. The Association will have the right to use the interschool mail facility and school mailboxes.
6. The President of the Association or the President's designee will be granted the time needed to attend the Hunterdon County Education Association President's Luncheon, with the approval of the Superintendent, represent members at legal hearings, and be relieved of one duty normally associated with the daily teacher schedule. The duty will be agreed to by the building administrator and the President.
7. The Association will be permitted to transact official Association business on school property at reasonable times provided this would not interfere with or interrupt normal school operations or the duties of the employees.
8. Upon Board action the President of the Association or their designee will be given a prospective employee's years of credited experience by the business administrator and will agree to salary guide column placement. Upon request, the Board will provide the Association any information including but not limited to budgetary, financial, and personnel records that the Association has determined are necessary to negotiate and enforce the collective bargaining agreement as required by law.
9. The Board will allow 5 school days per school year, for the Association as a whole, for officers or representatives to conduct Association business, without loss of pay or time. The Association will reimburse the Board, the cost of a substitute if needed.

B. REPRESENTATION FEE

Representation Fee shall mean the fee established pursuant to the demand and return system adopted as policy by the Association on March 23, 2003 and in accordance with and as permitted by P.L. 2002, Chapter 46, which amends P.L. 1079 c. 477.

1. Purpose of Fee

If an employee, covered under the bargaining agreement, does not become a member of the Association during any membership year (i.e. September 1 – 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

At the onset of each membership year, the Association will notify the Board in writing of the amount of the regular membership dues and any other assessments charged by the Association to its own members for that membership year. The Representation Fee may not exceed 85% of the regular membership dues and assessments.

3. Notification

- a. On or about January 1st of each year, the Association shall provide the Board with the names of employees who are required to pay the Representation Fee.
- b. Upon approval of Board minutes, a copy will be sent to the Association President and Membership Chair.

4. Deduction Schedule

The Board will deduct from the salaries of the employees, covered under the bargaining agreement, that have not joined CTEA, the full amount of the yearly Representation Fee, in equal installments, beginning with the first paycheck in February.

5. Objection to Amount of Association-Determined Representation Fee

If an employee does not accept the Association-Determined Representation Fee as a proper allocation of chargeable activities, he or she may challenge the fee before an impartial decision-maker by notifying NJEA by mail addressed to NJEA Representation Fee, 180 West State Street, P.O. Box 1211, Trenton, NJ, 08607-1211, or by delivering such a notice to NJEA at said address.

**ARTICLE V
TEACHER WORK DAY, WORK WEEK, WORK YEAR**

1. The in-school work year for teachers will not exceed one hundred eighty-five (185) days for this contractual agreement.
2. As professionals, teachers are required to devote to their assignments the time necessary to meet their responsibilities. These responsibilities include:
 - a. Careful preparation for the normal workday;
 - b. Participation in school activities shall include: attendance at one open house per year; field trips, and one principal designated event per year not to exceed three hours.
 - c. For 8th grade teachers:
 - c.1 Participation in 8th grade graduation and 8th grade theme dance
 - c.2 8th grade teachers will be allowed to leave on graduation day when the 8th grade students are dismissed.

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

3. During the school year:
 - a. The normal in-school workday, not including normal and traditional extra curricular activities of the teaching profession, shall consist of seven (7) hours.
 - b. School holidays include: Yom Kippur, NJEA Convention, Thanksgiving, Winter Recess, Martin Luther King Jr. Day, Presidents Days, Spring Recess, and Memorial Day. NJEA Convention will be an in-school education day for those not attending the Convention.
 - c. All teachers will indicate their presence in their building by signing in and signing out.
 - d. The normal workday hours of the teacher may be flexed whenever it is mutually agreeable to both the principal and the staff members. Upon the approval of the Superintendent of Schools and the staff member's immediate supervisor, a teacher may flex a normal workday.
 - e. Teachers will be at their assigned stations as designated by the principal or designee at least 20 minutes before the opening of the pupil school day.
 - f. On Fridays and days preceding all school holidays and education days listed in Paragraph 3b the departure time may be reduced to 10 minutes or after all scheduled buses have departed whichever is the later. School holidays include NJEA Convention, Thanksgiving, Winter Recess, Presidents' and Spring Recess, Yom Kippur, Martin Luther King, Jr. Day, and Memorial Day.
 - g. When school is in session the day prior to December 24 the normal in-school workday for teachers will be a minimum four-hour student day. On the days set forth herein, the departure time for teachers and teacher assistants may be reduced to 10 minutes or after all scheduled buses have departed, whichever is the later.
4. Teachers shall have a daily duty-free lunch period of thirty (30) minutes.
5. Teachers 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 are to be at their assigned stations promptly upon completion of their duty-free lunch period.
6. Teachers will be required to remain after the end of the normal workday without addition compensation for the purpose of attending professional meetings as requested by the superintendent or administrator. The duration of such faculty meetings shall not exceed five (5) hours per month. Notification of meeting dates and duration will be given twenty-four (24) hours prior to meeting, except in an emergency. Where possible an agenda will be given to teachers on the school day before any meetings. Teachers may have the opportunity to suggest items for the agenda if submitted three (3) school days prior to the meeting. Meetings which take place after the regular in-school workday, will not be called on Friday or any day immediately preceding any holiday, except in an emergency.
7. In case of an emergency the designated person in charge of a building or district, may release a staff member before the end of the normal in-school workday. There will be no loss of compensation to the staff members provided that there are sufficient staff members available, in the judgment of the designated person, to adequately staff the facility.
8. Teachers will have preparation periods included in the in-school day which shall total two-hundred seventy minutes (270) per six (6) full length school days. The preparation time shall be a block of consecutive minutes. Preparation periods on students' half (1/2) days need to be grade level appropriate
 - a. Whenever possible, teacher planning time will be equal to the students' class period of the half (1/2) day.

- b. In no case will teacher-planning time be less than twenty (20) minutes per day.
- 9. On the last day of school for teachers, the workday will be a minimum four-hour student day providing children are present. Specific starting and ending times will be determined by the building administrator or designee. All close-out procedures must be completed prior to the dismissal of each employee. In any contract year when all five (5) in-service days are used, the last two (2) days of school shall be a minimum four-hour student day.
- 10. Any new assignments beyond the seven (7) hour workday shall be paid as per Schedule D.

**ARTICLE VI
EMPLOYEE ASSIGNMENTS**

A. Employment 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 will give notice of assignment to employees by June 1st, except in cases of emergencies which will be defined for the employee.
- 2. a. The Superintendent, during the school year, will post a notice of any vacancy to be filled at least seven (7) school days prior to the closing date for submitting applications for the position. An interview will be extended to any staff member within the district who qualifies for and who applies for said vacancy.
 - b. Qualifications as used in this Article shall include:
 - (1) Professional preparation
 - (2) Experience
 - (3) Performance evaluations
 - (4) Proper certification

The position may be filled on an interim basis during the school year if the hired staff member is under contract for another position in the district.

- 3. Vacancies
 - a. A vacant position exists when a regular contract position becomes available because of the death, retirement, transfer, or termination of an employee, or when a new position has been created.
 - b. A vacancy does not exist when the number of positions or assignments in a building, grade level or department is being reduced, until all tenured staff affected by such a reduction is assigned or reassigned to available positions.
 - c. A vacancy does not exist when an employee, on paid leave of absence, has a reasonable expectation to return to the position. The Superintendent may fill the position on an interim basis with per diem or long term substitute.
- 4. Other Vacancies
 - a. Any staff member desiring a change in grade, subject, or building assignment for the upcoming year will file the written request by April 15th with the Superintendent.
 - b. During the summer a person designated by the Association will supply an address of record to which notification of existing vacancies will be mailed.

- c. For positions becoming vacant during summer vacation, employees may file a letter requesting consideration should a position open. This letter must contain the following information:
 1. Position desired
 2. Summer address
 3. Summer telephone number

B. Transfers and Reassignments

1. A transfer is the voluntary or involuntary movement of an employee. A transfer, whether voluntary or involuntary, only occurs after the procedures outlined in Sections C (voluntary transfers); and D (involuntary transfers) have been followed. The right of determination to transfer an employee is vested in the Board of Education.
2. The parties recognize that transfers may occur as an instrument for professional growth.
3. An employee, who is transferred or reassigned, shall be given one day with pay for the purpose of making the move.
4. All materials, supplies, furniture or equipment to be moved with the transfer or reassignment, shall be moved at the expense of the employer.

C. Voluntary Transfers

1. No later than five (5) working days following the official notification of a vacancy in the district all members of the unit shall receive notice, by posting the same in a conspicuous place, regarding the opening. Each notice will bear the date of the posting.
2. Employees who desire a change in assignment or who desire to transfer to another, may file a written statement of such preference at any time with the Superintendent of School. Such statement shall include the present position and the assignment to which he/she desires to be transferred.
3. In the determination of requests for voluntary transfer, the wishes of the individual employee shall be considered to the extent that the transfer does not conflict with the best interest of the school system.
4. If more than one employee request a voluntary transfer to an available position, seniority will be one factor in considering the applicant.

D. Involuntary Transfers or Assignments

1. a. The building principal or supervisor will meet with the employee to discuss the professional reasons for the transfer prior to public announcement.
b. Upon notification of an involuntary transfer, the employee may initiate a meeting with-in three (3) days with his/her supervisor to discuss the professional reasons for the transfer.
2. Every effort will be made to give sixty (60) days notice for an involuntary transfer or reassignment in order to allow the employee the time needed to professionally prepare for said transfer or reassignment.

E. Mentoring

1. The Board and the Association agree to participate in the State Teacher Mentoring program. Any teacher who wishes to participate in the State Mentoring Program as a mentor will apply to the Superintendent of Schools before May 15th (see Preamble herein).

2. In accordance with state law, all first-year novice teachers, including special education teacher and alternate route teachers shall be mentored.
3. The Superintendent of Schools or his/her designee shall select mentors.
4. All vacancies for mentoring positions shall be posted as early as the district is aware of its need. The postings shall include the qualification for the position.
5. The Board shall pay for the cost of the mentors at the rate established by the state. The cost to mentor a novice teacher shall not exceed the State rate.

F. Guiding Teacher

A guiding teacher is a teacher who mentors an experienced teacher who is new to the school district. When possible, the Guiding teacher shall be in a similar position. Guiding teachers shall receive 2 CEU credits for each teacher guided.

G. New Initiatives

The parties acknowledge their understanding that new school and district initiatives necessitate increased time and effort for staff members. The Board agrees to make every effort possible to provide to staff members adequate time to work on any new initiatives.

**ARTICLE VII
TEACHER ASSISTANTS**

A. Teacher assistants shall be assigned duties in keeping with the job description. Other duties may be assigned, excluding lead teacher responsibilities, including but not limited to:

1. Class/student coverage
2. Cafeteria duty
3. Recess supervision
4. Playground supervision
5. Bus duty:
Teacher assistants assigned to bus duty will be compensated for each 1/2 hour spent on duty beyond the normal seven hour work day. Compensation can take the form of prorated hourly pay, release time, or flex time.

B. Work Year, Work Week, Work Day

1. The in-school work year for teacher assistants will not exceed one hundred eighty-five (185) days
2. When school is in session the day prior to December 24, the normal in-school workday for teacher assistants will be a minimum 4-hour student day.
3. On the last day of school for teacher assistants, the workday will be a minimum 4-hour student day.
4. Teacher Assistants' work day shall consist of seven (7) hours, beginning at least 20 minutes before the opening of the pupil school day. Assistants shall indicate their presence in their signing in, and signing out on the sheet provided by the building.

5. The normal work day hours of the teacher assistant may be flexed whenever it is mutually agreeable to both the principal and the teacher assistant, including job sharing.
6. The departure time for teacher assistants not assigned to bus duty, may be reduced to ten (10) minutes on Fridays, and days preceding school holidays.
7. Teacher assistants are invited, but not required, to attend faculty meetings held after a normal workday.
8. Teacher assistants are required to participate in in-service training and faculty meetings held within the normal work day.
9. Teacher assistants, including those assigned to one student, shall have a daily duty-free lunch period of thirty (30) minutes. Teacher assistants may leave the building during their duty-free lunch period without requesting permission providing they sign out before leaving and sign in upon returning. Teacher assistants are to be at their assigned stations promptly upon completion of their duty free lunch period
10. If feasible, teacher assistants shall be provided planning opportunities with the lead teacher, or the inclusion teacher.
11. If a substitute is hired for a teacher assistant, the teacher assistant will provide direction for the substitute, including directions for all ancillary duties.

C. Compensation

Teacher assistants shall be compensated in accordance with the teacher assistant salary schedule.

ARTICLE VIII SECRETARIES

1. Work Schedules

- a. The periods of work and hours required of the secretarial staff will be clearly specified by the building administrator to ensure the smooth and regular operation of the school district.
- b. Secretarial personnel will indicate their presence for duty by signing in and signing out whenever they enter or leave the building.
- c. Secretarial personnel will be permitted to leave the building during their duty-free lunch break.
- d. 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.
- e. From July 1 to August 31, full-time employment is seven (7) hours per day, five (5) days per week, including on (1) hour for lunch.
- f. Building office staff will not report to work when schools are closed for bad weather.

2. Call-in Pay and Overtime

- a. Any secretary called to return to work outside of the regular scheduled working period will be paid a minimum of two (2) hours at one and one-half (1 1/2) times their hourly rate.
- b. For the purpose of determining overtime the following will count as days worked: holidays, paid sick days, paid personal days, and paid vacation days.

3. Summer Flexible Time (12 month secretarial employees)

It shall be the policy of the Board to allow and indeed encourage the practice of flexible hours during the months of July and August for the secretarial staff at the discretion of the administration.

- a. During the period July 1 through August 31 secretaries shall have an opportunity to participate in a flexible time program.
- b. During this period, the normal work week shall be thirty (30) hours, excluding lunch.
- c. Upon approval by the immediate supervisor, secretaries may increase their work week to thirty-six (36) hours accruing 6 hours of flex time.
- d. Accumulated additional hours worked during the period may be used as vacation time, when school is not in session, upon approval of the immediate supervisor.

4. Holidays

- a. Secretarial personnel will 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 will be designated in the school calendar.

Labor Day
Yom Kippur
NJEA Recess - 2 days
Thanksgiving Day
Day following Thanksgiving
December 25
New Year's Day
Martin Luther King Day
President's Day - 2 days
Good Friday
Easter Monday
Friday after Easter
Memorial Day
Independence Day (12 month employees only)

5. a. On the day before Thanksgiving when school is in session and the day prior to December 24, the normal work day for secretaries will consist of five and one-half (5 1/2) hours or until all school buses assigned to their building have returned to the bus garage or completed the assigned route.
- b. During the winter and spring recess, secretaries will work no more than three (3) days. Secretarial personnel will not be required to work on December 24 or 31. The Board will include the secretarial work schedule in the school calendar at the time the calendar is adopted or modified.

6. Twelve (12) month secretaries' vacation schedule

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

b. Schedule below:

Years of Service	Weeks of vacation
1 through 5 years	2 Weeks
6 through 11 years	3 Weeks
12 through 19 years of service	4 Weeks
20 years or more of service	5 Weeks

- c. A maximum of two (2) weeks vacation may be taken when school is in session with the approval of the immediate supervisor and the Superintendent. Approval may be withheld the first three (3) weeks in September and the last three (3) weeks of school.
- d. New twelve (12) month secretaries are entitled to vacation on a pro rata basis.
- e. Secretarial/clerical personnel who transfer from ten (10) to twelve (12) month positions within the school district will be credited for all years of service

**ARTICLE IX
CUSTODIAL/MAINTENANCE**

A. Work Hours

- 1. The Board reserves the right to specify the working hours for Custodial/Maintenance employees.
- 2. Custodial/Maintenance employees will indicate their presence for duty by signing and submitting a weekly time sheet.
- 3. Custodial/Maintenance employees will work eight (8) hours per day, five (5) days per week, including one-half (1/2) hour for lunch.
- 4. All Custodial/Maintenance employees must report to work on emergency closing days unless otherwise notified.
- 5. A Custodial/Maintenance employee called in for an alarm call shall be paid double the hourly rate for each hour on the job, but under no circumstances shall the employee be paid for less than one (1) hour.

B. Uniform, Shoes, and Safety Belt Allowance

- 1. By July 1 of each year, Custodial/Maintenance employees shall be, after the initial hire issuance, entitled to receive three (3) new summer and three (3) new winter uniforms annually which they are required to wear on all regularly scheduled work days.

2. Custodial/Maintenance employees shall also be entitled to safety shoes and a safety belt if requested by employee. The safety shoes and safety belt will be worn/used by the Custodial/Maintenance employees when necessary for work, as directed by the Supervisor of Buildings and Grounds.
3. The Board will make available at each school, rubber boots to be used by employees when working with chemical floor cleaners or shoveling snow.

C. Holidays

Custodial/Maintenance employees 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, alternative days will be designated in the school calendar.

- New Year's Day
- President's Day
- Good Friday
- Memorial Day
- Independence Day
- Labor Day
- NJEA Convention (1 day)
- Thanksgiving (2 days)
- Christmas Eve
- Christmas Day

In addition to the days set forth, Custodial/Maintenance employees shall be entitled to one (1) floating holiday to be taken on a day to be mutually agreed to by the Custodial/Maintenance employees and the Supervisor of Buildings and Grounds.

D. Vacations/Personal Days

1. Custodial/Maintenance employees shall be entitled to paid vacation in accordance with their years of service for the Clinton Township School District as set forth below.

Years of Service	Vacation
1 through 5 years of service	2 weeks
6 through 11 years of service	3 weeks
12 through 19 years of service	4 weeks
20 years or more of service	5 weeks

Vacation will be scheduled in conjunction with work schedule and will be subject to approval of the Supervisor of Buildings and Grounds.

E. Salary and Experience

1. Custodial/Maintenance employees shall be paid according to Custodial/ Maintenance Salary Guide.
2. A \$600 stipend will be paid to any employee who possesses a valid bus driver's license, and who is used in that position.
3. A \$600 stipend will be paid to any employee who possesses a valid black seal boiler license.

4. Overtime

- a. Overtime will be assigned on a rotating basis to and among the employees regularly assigned to the building in question, except in order to comply with State Black Seal license requirement or the skill required for the job. An employee who is skipped in rotation will have their name placed

at the top of the list unless they decline overtime option. In which event, overtime will be offered to a licensed employee in that building or if necessary, to another licensed employee of the school district.

- b. Any employee not wishing to work overtime may so inform his/her supervisor in writing, and thereafter will be eliminated from overtime assignment except as noted in Paragraph E-4.4 below.
- c. Custodial/Maintenance employees may not refuse overtime in emergency situations or where the school premises will be left unattended or understaffed.
- d. An employee may not work overtime unless approved and assigned by the immediate supervisor.
- e. Custodial/Maintenance employees shall be paid an overtime hourly rate of one and one-half (1 1/2) times their hourly rate as calculated by dividing 2080 hours (40 hours per week) into their annual salary.
- f. Custodial/Maintenance employees shall receive the said overtime rate for all hours worked beyond 40 hours Monday through Saturday.
- g. On Sunday, Custodial/Maintenance employees shall be paid an overtime hourly rate of two times their hourly rate.
- h. For the purpose of determining overtime, the following will be considered as days worked: holidays, paid sick days, paid personal days, and paid vacation days.
- i. Any Custodial/Maintenance employee working twelve (12) or more hours in any one (1) day shall be compensated \$10.00 for meals.

ARTICLE X EVALUATION

- 1. All monitoring and observation of the work performance of Employees, as related to the school program, will 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. Required Observations
 - a. Tenured employees shall be observed by a member or members of the administrative staff at least once per year.
 - b. Non-tenured employees will be observed by a member or members of the administrative staff at least three (3) times a year. At least one (1) observation will be completed October 1 and November 15. The second required observation will be completed between November 16 and January 31. The third required observation will be completed between February 1 and March 31.
 - c. A pre-observation conference will be held prior to two (2) of the three (3) required observations.
 - d. All observations should be long enough to enable the employee to demonstrate the full activity being observed. An observation can be conducted for a shorter period of time if it is explicitly intended to focus only on a particular element of the lesson.
 - e. All employees shall be given a copy of any observation report prepared by a member or members of the administrative staff one day before a conference is held.

f. Response

Employees are required to sign observation and evaluation report forms which indicate acknowledgment of the report. The employees shall have the right to submit an explanation or other written statement regarding any evaluation for inclusion in their personnel file. The absence of comments by the Employee shall indicate agreement with the evaluation. The Employer shall sign and reply acknowledging receipt of same. Employees will not be required to sign blank or incomplete report forms.

g. All employees will receive a year-end evaluation.

h. The observation/evaluation reports will include references to the commendations and recommendations of the employee being evaluated.

i. All observations and evaluation report forms will be placed in the central administrative office files.

**ARTICLE XI
GRIEVANCE PROCEDURE**

A. Non-Contractual Disputes

1. Issues arising outside the realm of the contractual language may be addressed by a committee of voluntary personnel from the staff and administration.
2. An individual may initially discuss the dispute with a member of the committee in an effort to resolve the dispute.
3. If the dispute persists, the other party will be notified and a mutually agreed member of the committee will be selected to help facilitate a solution to the dispute.
4. Solutions may not violate the collective bargaining agreement, school policy, or the law.
5. All meetings, procedures, and actions shall remain confidential unless the parties involved unanimously agree to waive confidentiality.

B. Definitions

1. 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 definition may be appealed through binding arbitration procedure.
2. 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 definition, which apply to written Board policy may be appealed only through the Board level of this procedure.
3. An aggrieved person is the employee(s) or the Association making a formal complaint. The name of the aggrieved employee(s) will be included on the grievance form when the grievance is submitted.

C. Purpose

1. The purpose of the grievance procedure is to secure, at the lowest possible level, solutions to the grievances, which may arise from time to time affecting terms and conditions of employment.
2. The number of days indicated at each level should be considered a maximum and every effort should be made to expedite the process.

3. All days referred to in this procedure will be work days. Work days when used in this Article, refer to days when school is in session, and during the summer, to days when the Central Office is open for the transaction of business, whether or not students or employees are in attendance.

D. Representation:

1. The aggrieved person(s) may be represented at all levels of the grievance procedure in person, or may opt to have a representative selected or approved by the Association. In grievances where the aggrieved person opts to be their own representative, the Association shall be entitled to be present and to state the views of the Association. The aggrieved person(s), Board, and school administration shall have the right to have present consultants and/or advisors of their choice. The Board will not be responsible for the salaries of the consultant and/or advisor of the aggrieved person.
2. While any grievance is pending, employees will continue to observe all assignments and applicable rules and regulations of the Board until such grievance and any effect thereof will have been fully determined.

E. Procedure:

1. Forms for filing grievances may be obtained from the faculty representative in each building.
2. Failure at any level of this procedure to communicate the decision on a grievance within the specified time limits listed in the procedure, will allow the aggrieved person to proceed to the next level permitted. Failure at any level of this procedure to appeal a grievance to the next level permitted, within the specified time limit (in work days) will be deemed an acceptance of the decision rendered at that level.
3. It shall be the general practice to process grievances during times that do not interfere with assigned duties of the employees. In the event the Board and the arbitrator agree to hold the proceedings during regular working hours, an aggrieved person and their Association representative, participating in any level of the grievance procedure with any representative of the Board, will be released from their assigned duties without loss of salary.
4. If the grievance arises from the action of an authority higher than the school principal, the grievance may be initiated at the Superintendent level.
5. A grievance will be processed according to the established time lines unless the parties mutually agree, in writing, to extend the time line.
6. The times, dates, and locations for the arbitration hearing and decision will be set by agreement of the arbitrator, the Association, and the Board.
7. The decision of the arbitrator shall be submitted to the Board and binding on both parties.
8. All documents, communications, and records dealing with the processing of a grievance will be filed in a separate grievance folder and will not be kept in the personnel folder of any participant.

F. Levels in the Procedure:

1. Level One: Within 20 work days of its occurrence, an employee with a grievance will discuss it with his/her principal or immediate supervisor, either directly or through the Association's designated representative, with the objective of resolving the matter informally.
2. Level Two: If as a result of the discussion, the matter is not resolved to the satisfaction of the employee within (5) work days, he or she may set forth the grievance in writing to the Principal on the grievance forms provided. The Principal will communicate his decision to the grievant in writing within (5) workdays of receipt of the written grievance.

3. Level Three: The employee, no later than five (5) work days after receipt of the Principal's decision, may appeal the Principal's decision to the Superintendent of Schools in writing and attach the original grievance paperwork. The Superintendent shall attempt to resolve the matter quickly, but within a period not to exceed ten (10) work days. The Superintendent shall communicate his or her decision in writing to the employee and to the Principal, or to the Association on behalf of the employee.
4. Level Four: If the grievance is not resolved to the grievant's satisfaction, he or she, no later than (5) work days after the receipt of the Superintendent's decision, may request a review by a committee of the Board of Education. The request will be submitted in writing through the Superintendent of Schools who shall attach all related papers and forward the request within (5) five work days to the Board of Education. The Board's committee shall review the grievance and shall, at the option of the Board, hold a hearing with the Association representative and render a decision in writing within twenty-five (25) work days of the Board's receipt of the grievance.
5. Level Five: If the Association is dissatisfied with the decision of the Board of Education and only if the grievance pertains to an alleged violation of the Agreement, the Association may request the appointment of a mutually agreed upon Arbitrator. This request must be made in writing within ten (10) work days, and must be made to the Board of Education Secretary. A mutually agreed upon arbitrator will be selected, and their acceptance by both parties will be stated in writing, or the selection will proceed in accordance with the rules and regulations of the Public Employment Relations Commission.
6. The arbitrator shall be limited to the issues submitted and shall consider nothing else. The arbitrator can add nothing to nor subtract anything from the Agreement between the parties. The arbitrator is not precluded, however, from relying on past practice if needed to interpret ambiguous contractual provisions.

ARTICLE XII LEAVES AND ABSENCES

1. Sick Leave

- a. Sick leave will be granted only as the result of personal disability due to illness or injury. Employees hired after the opening of school will have sick days pro-rated at one (1) per month or partial month worked. All full-time employees will 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 employee. Sick leave will be cumulative with no maximum limit. 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.
- b. Employees will be given a written accounting of accumulated sick leave, personal leave and vacation days by the first day of school.

2. Bereavement Leave

- a. In case of death of a member of the immediate family, family as herein used means parents, spouse, brother, sister, children or adopted children, grandchildren grandparents, mother-in-law, father-in-law, son-in-law, daughter-in-law, stepchild, stepparent, domestic partner of an employee or the death of a relative who lived in the household of the employee, such employee will be excused without loss of pay or sick leave for a period not to exceed five (5) days. The Board may extend leave in the case of the death of a child or spouse. The five days will begin the day the employee leaves. Such leave may not be cumulative and will exclude Saturday, Sunday, and all legal holidays.
- b. One day per year, other than listed in (a) above will be granted to attend a funeral. Such leave will not be cumulative.

- c. The Board of Education and Association acknowledge and agree that there may be extenuating circumstances requiring bereavement leave in excess of the number of days set forth herein. In such a case, the employee may request from the Superintendent of Schools permission to take additional days, with or without pay, as determined by the Superintendent of Schools. The consent of the Superintendent of Schools will not be unreasonably withheld.
- d. Part-time employees will receive benefits in this paragraph without pay.

3. Jury Duty

If an employee is called to jury duty, or subpoenaed to appear as a witness in court, the employee will receive full pay from the district for the duration of the required service.

4. Personal Leave

- a. Two (2) personal days per academic year cumulative 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 the employee requesting the personal days states to the Superintendent the activity is such that it requires the employee's absence during the scheduled workday and is of such a nature that it cannot be attended to at times other than the employee's scheduled workday. Part-time employees will be granted personal leave on a pro-rated basis of hours worked.
- b. Application for a personal leave must be submitted in writing at least three (3) workdays in advance (except in cases of emergencies as determined by the Superintendent).
- c. Personal leave on days immediately proceeding or following scheduled school holidays, and the first and last days of the school year will be granted for extenuating circumstance at the discretion of the Superintendent.
- d. The Superintendent retains the right to deny a request for leave if insufficient employees are available to adequately staff the school.
- e. An employee with unused personal days may have the option of converting the days into family illness days accruable to ten (10) or sick days.

5. Sick Leave Bank

A Sick Leave Bank has been established to provide compensable level coverage to bargain unit members who are absent for an extended period due to catastrophic illness or injury. Benefits are only accessible to members who participate.

The Bank shall operate in accordance with the following rules and regulations:

- a. A representative from each building - selected by building members - will serve on a committee with a representative from administration.
- b. A unit member may participate in the Sick Leave Bank by giving written notice to the Business Office of the desire to donate one (1) or more Personal Days to the Bank.
- c. Employees shall have the opportunity to contribute to the Sick Leave Bank from September 1 to November 1 of the school year. The contributed day will be deducted from the employee's Personal Days.

- d. The Sick Leave Bank shall be available only to those members who have exhausted all earned and accumulated leave time (e.g. vacation, sick, personal days) as recommended by the committee and approved by the Board.
- e. The participating member will be allowed to use up to 120 days of the accrued days.
- f. When the Sick Leave Bank falls below 60 days, each member will again contribute one Personal Day.

6. Leaves of Absences

Leaves of Absence may be granted to tenured employees having served ten (10) years in the district. Such employees may request a leave of absence for one or two years. All requests for leaves must be made in writing to the Superintendent by April 30th proceeding the academic year for the request.

Time spent on leave granted in paragraph 6 will not be considered in determining salary or benefits, except as 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. Emergency Leave of Absence

A request for an Emergency Leave of Absence will:

- a. be made in writing to the Superintendent at least thirty (30) days prior to effective date of leave, except in case of serious personal illness;
- b. indicate reason for such leave;
- c. indicate the approximate length of leave;
- d. comply with the proper authorization as requested by the Board, such as a doctor's certificate.

The time of emergency leave granted to tenured employees will be from one month to the end of the school year, with extension at the discretion of the Board.

8. Disability Leaves (Including Maternity)

- a. An employee who anticipates a disability shall notify his/her immediate supervisor in writing of the anticipated commencement of the disability as soon as the employee knows of it.
- b. In the case of pregnancy, the employee shall inform the supervisor of the anticipated delivery date.
- c. No later than 90 days prior to the anticipated delivery date, the employee shall request a leave of absence while she is disabled, for which accumulated sick leave may be utilized.
- d. The Board reserves the right to regulate the commencement and termination dates of anticipated disability leaves in order to preserve educational continuity (as permitted by the Federal Family Leave Act and the New Jersey Family Leave Act). When this occurs, an employee who is placed on an involuntary unpaid leave shall be entitled to all sick leave and insurance benefits during the period of actual disability, according to this Agreement and the rules of the insurance carrier. However, time spent on unpaid leave shall not be counted for accrual of any benefits.
- e. The Board may require as a condition of the employee's return to service the production of a certificate from the employee's physician certifying that the employee is medically able to resume

his/her duties. Any dispute requiring additional documentation is governed by the Federal Family Leave Act and/or state law including the New Jersey Family Leave Act.

9. Child Care Leaves

- a. Child care leave is available to eligible employees either through the Federal Leave Act, New Jersey Family Leave Act, or through the provisions of this Article, except as provided in the Child Care Leave.
- b. Contractual child care leave shall begin immediately upon a) the termination of the disability leave defined above, or b) on September 1 or February 1.
- c. Contractual child care leave shall terminate at the end of the school year in which the leave was granted. For tenured teachers only, an extension of child care leave beyond the semester in which the leave is granted may be extended for one school year provided an application in writing is made prior to April 1 of the academic year preceding the year in which the leave is to be taken. Extensions, or other adjustments to the duration of the leave, shall be at the full discretion of the Board.
- d. An employee desiring an unpaid leave shall apply no less than 90 calendar days before the anticipated delivery date of the child. In the case of adoption, notice shall be given to the employee's supervisor when the adoption is approved by the adoption agency. In cases of adoption, application shall be made for a specific leave period as soon as the employee is informed of the custody date.
- e. Contractual unpaid child care leave is available to employees who fulfill the requirements set out above. Approval of leave is conditioned upon adequate staffing as determined by the Board. No request will be disapproved arbitrarily, discriminatorily or capriciously.
- f. To be eligible for a salary increment and credit toward longevity payments and sabbaticals, employees must work at least 90 days in the school year that the leave commences or terminates.
- g. An employee on a voluntary unpaid leave of absence shall not be eligible to either receive or accrue benefits except as statutorily required. After which the employee may continue coverage at his own expense, in accordance with the rules of the insurance carrier.
- h. To be eligible for a new child care leave, an employee must have been actively employed in the district for the full academic year or calendar year prior to the requested leave, or as required by law.

ARTICLE XIII ANCILLARY BENEFITS

1. The Board will provide Health Care Insurance coverage to all full-time employees and their dependents under the Horizon Blue Cross Blue Shield Plan. Those employees choosing the traditional plan will pay a proportion of the dependent cost equal to the difference between the family DDP dependent cost and the traditional family dependent cost.

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 the Horizon Blue Cross blue Shield dental plan. The Board will make available dependent dental insurance coverage which shall be paid for by the employee. Employees must work a minimum of twenty (20) hours per week to qualify for dental coverage.
 - a. There will be a \$5.00 copay charge per month for all employees electing single dental coverage.

- b. The filing period for submitting claims will 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.
3. The Board will provide \$100 per family per year for optical exams or devices. The Board office will provide forms for the submission of claims.
 4. The Board will provide full funding for an Employee Assistance Program.
 5. Employees shall have the option of participating in the Section 125 Flexible Spending Accounts Program. The program is offered in conjunction with the health benefits buy back program discussed herein. If during the term of the agreement the health care insurance program is underwritten by a company which does not permit health benefits buy backs, the Board of Education shall have the right to discontinue the flexible spending account program benefit.
 - a. The Section 125 Flexible Spending Accounts Program will be offered to the employees through the Family Security Insurance Agency, Inc. in accordance with a certain proposal submitted to the Board of Education.
 6. Employees shall have the option of participating in the health benefits benefit buy-back program (hereinafter "program"). The program provides to the employee an option to waive their entitlement to participate in the health benefits program in exchange for a cash reimbursement in an amount as set forth hereafter.
 - a. Employees shall communicate, in writing, their intention to participate in the program to the school business administrator no later than June 15th for the forthcoming school year and no later than December 15th for the last six (6) months of the school year.
 - b. Employees shall be reimbursed semi-annually on December 15th and June 15th of the school year. Employees shall be reimbursed only for the months in which they participate.
 - c. Each teacher who would have selected single health benefits coverage will receive a cash reimbursement of \$1,200.00. Each teacher who would have selected parent/child or husband/wife or family health benefits coverage will receive a cash reimbursement of \$2,100.00.

**ARTICLE XIV
COMPENSATION**

1. The salaries of all employees covered by this Agreement are set forth in attached schedules
2. All certified teachers will be initially placed on the guide according to their educational qualifications and years of teaching experience. All newly hired employees with previous teaching experience will be placed on a step equal to a step with current employees in the district with the same teaching experience.
3. Child study team, teacher assistants and guidance personnel will initially be placed on the guide at a step to be determined by the Superintendent and approved by the Board. However, no teacher assistant will be placed at a higher step on the guide than an existing teacher assistant with similar previous experience.
4. After initial placement on the guide all personnel will move on the guide in yearly steps. Notification for anticipated movement across the guide must be received by June 1 in the business office. Movement across the guide will occur at two time periods - September 15 and February 15 contingent upon presentation of documentation to the Board Secretary ten (10) work days prior to these dates.

5. Credit for up to four years of military service will be granted to teachers for placement on the salary guide as per state law.
6. Compensation for after school and summer professional work is set forth in attached Activity Schedule D of this Agreement. In lieu of compensation an employee may have the option of using compensatory time approved by the employee's building principal. No other benefits will accrue for after school and summer professional work.
7. Compensation for the use of an employee's automobile on school business, with the prior approval of the building principal will be at the rate established annually by the Internal Revenue Service.
8. Any necessary expenses occurred by teachers and teacher assistants approved by the Superintendent will be reimbursed by the Board upon submission of vouchers to the business office.
9. Employees will be paid in twenty (20) equal semi-monthly installments for ten (10) month personnel and in twenty-four (24) equal semi-monthly installments for twelve (12) month personnel. Employees will be paid on the fifteenth and last work day of each month. Ten (10) month employees as per state law may have the option to authorize their payment choice by filing the form provided by the administration at the beginning of the school year. Summer payments to ten (10) month employees will be paid in two (2) equal installments July 15 and August 15.

Employees will have the option to have deductions from their salary deposited with the Hunterdon County School Employees Federal Credit Union.

Employees will have the option to have deductions from their salary deposited into one of the approved annuity funds.

10. a. The Board shall reimburse teachers, teacher assistants, secretaries, clerks, custodians, and maintenance workers an amount of money, not to exceed the in-state tuition cost charged by Rutgers, the State University for up to two graduate courses, for graduate and/or CEU courses, or technical/craft courses taken in any school year under this agreement.
- b. All graduate and CEU courses must be approved in advance by the Superintendent of Schools. Applicants for course reimbursement shall be notified within 14 days from receipt of same by the Superintendent of Schools whether approval has been granted.
- c. Application may be made to the Superintendent of Schools to substitute two certification courses for two graduate courses.
- d. Reimbursement will be made one month after submission of a transcript indicating the course has been completed with a minimum grade of B and evidence of the tuition paid. The transcript shall be submitted within 90 days of the course completion.
11. a. Teachers shall be granted credit on the salary guide for taking continuing education credit (CEU) which shall be pre-approved by the Superintendent of Schools. Each 1.5 hours of approved CEU time shall equal .1 of salary guide credit with a minimum number of 7.5 hours for each CEU course. In order for a teacher to be eligible to receive credit for a CEU course, they shall attend all sessions of the course unless the course meets more than ten times in which case they shall attend a minimum of 90% of the course sessions.
- b. Credit will not be given to a teacher for taking a "refresher" CEU course unless designated as such and approved in advance by the Superintendent of Schools.
- c. When a CEU course is designated for a particular area, participation in and receipt of credit by other than area teachers will only be given when prior approval is received from the Superintendent of Schools.

- d. Teachers who teach CEU courses shall be entitled to receive a stipend in the amount of \$500 or twice the course credit, i.e. 2 credits for a 15 hour CEU course.
 - e. Successful completion of a CEU course shall be evidenced by the issuance of a certificate which shall be kept on file in the Board of Education office.
12. Teachers will be afforded an opportunity to participate in the National Board for Professional Teaching Standards Program. Upon successful completion of the program and receipt of certification the \$2,000 assessment fee will be reimbursed and 9 credits will be granted on the salary guide.
13. Curriculum chairpersons working during the school year will be compensated with a stipend of \$500. 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 curriculum will be paid according to Schedule D. No other benefits will accrue to teachers involved in school curriculum work.
- 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 above, shall be paid at the rate of one two hundredth of their next year's salary for each seven (7) hour work day.
14. Anticipated summer work opportunities for ten (10) month secretarial/clerical personnel will be posted in each building prior to June 30. Notice of summer work opportunities occurring after June 30 will be mailed to each ten (10) month secretary/clerk. The pay rate for extra work during the summer will be paid at the rate of one two hundredth of their next years salary for each seven (7) hour work day.=
15. Employees retiring and collecting pension in accordance with the provisions of the New Jersey Pension and Annuity or public employees' retirement system who submit to the Superintendent a written statement of intention to retire at least six (6) month prior to the effective date of retirement will be eligible for a retirement allowance as follows:
- a. A promissory note for the total amount will be given to the retiring employee at the time of retirement. The retirement allowance will be paid in a lump sum or in two equal parts. The first payment or lump payment will 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 will be made the following January.
 - b. The retirement allowance will be computed at the rate of one day's pay (salary divided by 200 days) at the employee's current salary rate for each four 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 will not exceed forty-six (46) days pay.
 - d. Unused accumulated sick leave converted to a retirement allowance will 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 the estate if the employee dies while still employed in the district.
16. Teachers and teaching assistants must work ninety (90) or more school days in a school year in order to qualify for salary guide advancement. Ten (10) month secretarial/clerical personnel must work one hundred or more days in a school year in order to qualify for salary guide advancement. Twelve (12) month secretarial/clerical employees must work one hundred thirty (130) or more days in a calendar year in order to qualify for increment advancement.

**ARTICLE XV
EMPLOYEE RIGHTS**

1. Just Cause Provision

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

2. Required Meetings and Hearings

- a. An employee shall be given notice as soon as practicable regarding any complaint, concern or any matter which could adversely affect the continuation of that employee in their office, position or employment; or the salary or any increments pertaining thereto.
- b. Whenever any employee is required to appear before the Board or Administration or any committee of the Board, concerning any matter which could adversely affect the continuation of that employee in their office, position or employment or the salary or any increments pertaining thereto, they will be given ten (10) days prior written notice of the reasons for such meeting or interview and will be entitled to have a representative of the Association present to advise them and represent them during such meeting or interview.

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

4. Student Grades

No grade will be changed without written notice and consultation with the awarding teacher.

5. Employees will be given copies of additions to their personnel files. They will sign a receipt for such copies. The employee will have the opportunity to respond in writing to and/or rebut such material and such response will be placed in their file. Pre-employment records and letters of recommendation are to be excluded from this duplication process.

6. Pursuant to Chapter 123 Public Laws 1974, the Board hereby agrees that every employee of the Board will have the right to freely 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 will be no discrimination by the Board or the Association against any employee on the basis of race, color, creed, sex, age, national origin, religion, political affiliation or sexual orientation.

**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 will not be deemed valid or subsisting, except for the extent permitted by law, but all other provisions or applications will continue in full force and effect.

**ARTICLE XVIII
COMPLIANCE**

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

Schedule A-1 Teacher Salaries

BASE YEAR

2003-04

Years of Experience	Salary Guide Step	BA	BA+15	BA+30/MA	BA+45/MA+15 MA IN F	BA+60/MA+30 MA IN F+15	BA+75/MA+60 MA IN F+30	BA+90/MA+60 MA IN F+45	DOCTORATE
0	1	35,000	35,550	36,350	37,450	37,975	38,500	39,025	39,925
1,2	2	36,826	37,376	38,176	39,276	39,801	40,326	40,851	41,751
3,4	3	38,805	39,355	40,155	41,255	41,780	42,305	42,830	43,730
5,6	4	40,811	41,361	42,161	43,261	43,786	44,311	44,836	45,736
7,8	5	43,270	43,820	44,620	45,720	46,245	46,770	47,295	48,195
9	6	44,607	45,157	45,957	47,057	47,582	48,107	48,632	49,532
10	7	46,321	46,871	47,671	48,771	49,296	49,821	50,346	51,246
11	8	47,513	48,063	48,863	49,963	50,488	51,013	51,538	52,438
12	9	49,883	50,433	51,233	52,333	52,858	53,383	53,908	54,808
13	10	52,081	52,631	53,431	54,531	55,056	55,581	56,106	57,006
14,15	11	55,106	55,656	56,456	57,556	58,081	58,606	59,131	60,031
16	12	58,059	58,609	59,409	60,509	61,034	61,559	62,084	62,984
17,20	13	61,320	61,870	62,670	63,770	64,295	64,820	65,345	66,245
21,23	14	64,738	65,288	66,088	67,188	67,713	68,238	68,763	69,663
24+	15	67,884	68,434	69,234	70,334	70,859	71,384	71,909	72,809
→	OG 1	69,134	69,684	70,484	71,584	72,109	72,634	73,159	74,059
→	OG 2	70,634	71,184	71,984	73,084	73,609	74,134	74,659	75,559
→	OG 3	72,134	72,684	73,484	74,584	75,109	75,634	76,159	77,059

Schedule A-2 Teacher Salaries

2004-05

Years of Experience *	Step	BA	BA+15	BA+30/MA	BA+45/MA+15 MA IN F	BA+60/MA+30 MA IN F+15	BA+75/MA+60 MA IN F+30	BA+90/MA+60 MA IN F+45	DOCTORATE
0-1	1-2	38,000	38,800	39,600	40,400	41,200	42,000	42,800	43,600
2,3	3	39,355	40,155	40,955	41,755	42,555	43,355	44,155	44,955
4,5	4	41,355	42,155	42,955	43,755	44,555	45,355	46,155	46,955
6,7	5	43,465	44,265	45,065	45,865	46,665	47,465	48,265	49,065
8,9	6	45,220	46,020	46,820	47,620	48,420	49,220	50,020	50,820
10	7	46,660	47,460	48,260	49,060	49,860	50,660	51,460	52,260
11	8	48,275	49,075	49,875	50,675	51,475	52,275	53,075	53,875
12	9	49,885	50,685	51,485	52,285	53,085	53,885	54,685	55,485
13	10	52,115	52,915	53,715	54,515	55,315	56,115	56,915	57,715
14	11	55,110	55,910	56,710	57,510	58,310	59,110	59,910	60,710
15,16	12	58,090	58,890	59,690	60,490	61,290	62,090	62,890	63,690
17	13	61,320	62,120	62,920	63,720	64,520	65,320	66,120	66,920
18,21	14	64,720	65,520	66,320	67,120	67,920	68,720	69,520	70,320
22,24	15	67,860	68,660	69,460	70,260	71,060	71,860	72,660	73,460
25	16	69,535	70,335	71,135	71,935	72,735	73,535	74,335	75,135
26	17	71,210	72,010	72,810	73,610	74,410	75,210	76,010	76,810
27+	18	72,885	73,685	74,485	75,285	76,085	76,885	77,685	78,485

Schedule A-3 Teachers Salaries

2005-06

Years of Experience *	Salary Guide Step	2005-06							
		BA	BA+15	BA+30/MA	BA+45/MA+15 MA IN F	BA+60/MA+30 MA IN F+15	BA+75/MA+60 MA IN F+30	BA+90/MA+60 MA IN F+45	DOCTORATE
0	1	40,125	40,975	41,825	42,675	43,525	44,375	45,225	46,075
1,2	2-3	41,090	41,940	42,790	43,640	44,490	45,340	46,190	47,040
3,4	4	42,055	42,905	43,755	44,605	45,455	46,305	47,155	48,005
5,6	5	43,975	44,825	45,675	46,525	47,375	48,225	49,075	49,925
7,8	6	45,350	46,200	47,050	47,900	48,750	49,600	50,450	51,300
9,10	7	46,965	47,815	48,665	49,515	50,365	51,215	52,065	52,915
11	8	48,280	49,130	49,980	50,830	51,680	52,530	53,380	54,230
12	9	50,130	50,980	51,830	52,680	53,530	54,380	55,230	56,080
13	10	52,320	53,170	54,020	54,870	55,720	56,570	57,420	58,270
14	11	55,120	55,970	56,820	57,670	58,520	59,370	60,220	61,070
15	12	58,080	58,930	59,780	60,630	61,480	62,330	63,180	64,030
16,17	13	61,295	62,145	62,995	63,845	64,695	65,545	66,395	67,245
18	14	64,510	65,360	66,210	67,060	67,910	68,760	69,610	70,460
19,22	15	67,610	68,460	69,310	70,160	71,010	71,860	72,710	73,560
23,25	16	69,335	70,185	71,035	71,885	72,735	73,585	74,435	75,285
26	17	71,385	72,235	73,085	73,935	74,785	75,635	76,485	77,335
27+	18	73,615	74,465	75,315	76,165	77,015	77,865	78,715	79,565

Schedule A-4 Teacher Salaries

2006-07

Years of Experience *	Salary Guide Step								
		BA	BA+15	BA+30/MA	BA+45/MA+15 MA IN F	BA+60/MA+30 MA IN F+15	BA+75/MA+60 MA IN F+30	BA+90/MA+60 MA IN F+45	DOCTORATE
0-1	1-2	43,110	44,060	45,010	45,960	46,910	47,860	48,810	49,760
2,3	3-4	44,110	45,060	46,010	46,960	47,910	48,860	49,810	50,760
4,5	5	45,110	46,060	47,010	47,960	48,910	49,860	50,810	51,760
6,7	6	46,220	47,170	48,120	49,070	50,020	50,970	51,920	52,870
8,9	7	47,415	48,365	49,315	50,265	51,215	52,165	53,115	54,065
10,11	8	48,730	49,680	50,630	51,580	52,530	53,480	54,430	55,380
12	9	50,510	51,460	52,410	53,360	54,310	55,260	56,210	57,160
13	10	52,610	53,560	54,510	55,460	56,410	57,360	58,310	59,260
14	11	55,260	56,210	57,160	58,110	59,060	60,010	60,960	61,910
15	12	58,210	59,160	60,110	61,060	62,010	62,960	63,910	64,860
16	13	61,360	62,310	63,260	64,210	65,160	66,110	67,060	68,010
17,18	14	64,360	65,310	66,260	67,210	68,160	69,110	70,060	71,010
19	15	67,360	68,310	69,260	70,210	71,160	72,110	73,060	74,010
20,23	16	69,435	70,385	71,335	72,285	73,235	74,185	75,135	76,085
24,26	17	71,910	72,860	73,810	74,760	75,710	76,660	77,610	78,560
27+	18	74,385	75,335	76,285	77,235	78,185	79,135	80,085	81,035

Schedule B-1 Teacher Assistant Salaries

BASE YEAR

2003-04 ***Clinton Township –
Teacher Assistant***

**Salary
Guide**

Step	AA	BA
1	12,400	15,577
2	12,959	16,278
3	13,542	17,011
4	14,150	17,777
5	14,716	18,487
6	15,428	19,405
7	16,141	20,342
8	17,209	21,226
9	17,803	22,026
10	18,633	22,710
11	19,322	23,423
12	20,057	24,308
13	20,819	25,231
14	21,610	26,189
OG		29,422
OG		30,300

Schedule B-2 Teacher Assistant Salaries

YEAR 1

2004-05 ***Clinton Township –
Teacher Assistant***

**Salary
Guide**

Step

AA

BA

1-2	13,780	16,957
3	14,250	17,569
4	14,755	18,224
5	15,295	18,922
6	15,860	19,631
7	16,450	20,427
8	17,070	21,271
9	17,715	21,732
10	18,385	22,608
11	19,080	23,157
12	19,800	23,901
13	20,545	24,796
14	21,315	25,727
15	22,110	26,689
OG		29,922
OG		30,800

Schedule B-3 Teacher Assistant Salaries

YEAR 2

2005-06

***Clinton Township –
Teacher Assistant***

**Salary
Guide**

Step

AA

BA

1

14,075

17,394

2-3

14,540

17,859

4

15,040

18,509

5

15,575

19,202

6

16,140

19,911

7

16,730

20,707

8

17,350

21,551

9

17,995

22,012

10

18,665

22,888

11

19,360

23,437

12

20,080

24,181

13

20,825

25,076

14

21,595

26,007

15

22,390

26,969

OG

30,202

OG

31,080

Schedule B-4 Teacher Assistant Salaries

YEAR 3

2006-07

***Clinton Township –
Teacher Assistant***

**Salary
Guide**

Step

AA

BA

1-2	15,050	18,519
3-4	15,450	18,919
5	15,945	19,572
6	16,480	20,251
7	17,055	21,032
8	17,670	21,871
9	18,315	22,332
10	18,985	23,208
11	19,680	23,757
12	20,400	24,501
13	21,145	25,396
14	21,915	26,327
15	22,710	27,289
OG		30,522
OG		31,400

Schedule C - Secretaries and Clerks

**2003-04 Clinton Township
Secretary/Clerks**

Salary Guide Step	10 Month	12 Month
1	20,028	24,035
2	20,929	25,117
3	21,871	26,247
4	22,823	27,388
5	23,774	28,529
6	26,152	31,382
7	27,578	33,094
8	29,283	34,806
9	29,956	35,947
10	30,907	37,088
11	31,197	38,229
12	32,809	39,370
13	33,902	40,683
14	35,186	42,223
15	36,523	43,828
16	37,910	45,493

**2004-05 Clinton Township
Secretary/Clerks**

Salary Guide Step	10 Month	12 Month
1-2	22,088	26,506
3	22,588	27,106
4	23,908	28,690
5	25,248	30,298
6	26,593	31,912
7	27,938	33,526
8	29,283	35,140
9	29,956	35,947
10	30,907	37,088
11	32,020	38,424
12	33,365	40,038
13	34,710	41,652
14	36,055	43,266
15	37,400	44,880
16	38,745	46,494

**2005-06 Clinton Township
Secretary/Clerks**

Salary Guide

Step	10 Month	12 Month
1-3	23,835	28,602
4	24,335	29,202
5	25,550	30,660
6	26,795	32,154
7	28,060	33,672
8	29,340	35,208
9	30,620	36,744
10	31,900	38,280
11	33,180	39,816
12	34,460	41,352
13	35,740	42,888
14	37,020	44,424
15	38,300	45,960
16	39,580	47,496

**2006-07 Clinton Township
Secretary/Clerks**

Salary Guide

Step	10 Month	12 Month
1-4	25,705	30,846
5	26,205	31,446
6	27,475	32,970
7	28,760	34,512
8	30,055	36,066
9	31,350	37,620
10	32,645	39,174
11	33,940	40,728
12	35,235	42,282
13	36,530	43,836
14	37,825	45,390
15	39,120	46,944
16	40,415	48,498

Schedule D

2003-04 **Clinton Township**
Custodian/Maintenance

**Salary
Guide**

Step	Custodian	Maintenance
1	27,400	32,604
2	27,737	32,937
3	27,902	33,102
4	28,483	33,683
5	28,735	33,935
6	29,655	34,855
7	30,575	35,775
8	31,500	36,700
9	32,165	37,365
10	33,111	38,311
11	34,061	39,261
12	35,061	40,361
13	36,062	41,562
14	36,914	42,475
15	37,532	42,732
16	38,380	43,580
17	39,230	44,430
OG		60,397

2004-05

**Clinton Township
Custodian/Maintenance**

**Salary
Guide**

Step

Custodian

Maintenance

1-2	29,210	34,410
3	29,770	34,970
4	30,360	35,560
5	30,980	36,180
6	31,630	36,830
7	32,310	37,510
8	33,020	38,220
9	33,760	38,960
10	34,525	39,725
11	35,315	40,515
12	36,130	41,330
13	36,970	42,170
14	37,835	43,035
15	38,725	43,925
16	39,640	44,840
17	40,580	45,780
OG		60,897

2005-06

**Clinton Township
Custodian/Maintenance**

**Salary
Guide**

Step	Custodian	Maintenance
1-3	30,750	36,050
4	31,350	36,650
5	31,980	37,280
6	32,640	37,940
7	33,330	38,630
8	34,050	39,350
9	34,795	40,095
10	35,565	40,865
11	36,360	41,660
12	37,180	42,480
13	38,025	43,325
14	38,895	44,195
15	39,790	45,090
16	40,710	46,010
17	41,655	46,955
OG		61,397

2006-07

**Clinton Township
Custodian/Maintenance**

**Salary
Guide**

Step	Custodian	Maintenance
1-4	32,555	37,955
5	33,185	38,585
6	33,845	39,245
7	34,530	39,930
8	35,240	40,640
9	35,975	41,375
10	36,735	42,135
11	37,520	42,920
12	38,330	43,730
13	39,165	44,565
14	40,025	45,425
15	40,910	46,310
16	41,820	47,220
17	42,755	48,155
OG		61,897

Rationale for Salary

The salaries listed herein for each club and intramural activity are calculated by multiplying the number of hours times an hourly rate of \$25.00. The number of hours for each activity are suggested and may be modified by the principal with notice to and approval from the Chief School Administrator provided budgeted funds are available. Should, for whatever reason, e.g. numbers of participants, etc., the activity hours be less than what is listed, a staff member will be paid the hourly rate times the actual hours. Prior to undertaking supervision of an activity a staff member will be required to acknowledge in writing their understanding of the activity they will be overseeing, the salary they will be paid, the minimum number of hours the activity will require, and that a quality assessment (administrative and student) of the activity will be performed upon its completion.

SCHEDULE E

CLUBS

<u>Activity</u>	<u>Hours</u>	<u>Salary</u>
<u>ROUND VALLEY</u>		
Art	24	\$600
Beautification	20	500
Camerata Singers	45	1,125
Chess	30	750
Computer	30	750
Drama	80	2,000
Eagle Stage Band	30	750
Family Math or Science	20	500
Generation Brass	30	750
Guitar	30	750
Lab Band	30	750
Life Skills	33	825
Literary Magazine	20	500
Newspaper	180	4,500
Railroad Club	50	1,250
Region II/State Bands	20	500
Region II/State Choruses	20	500
Robotics	40	1,000
String Ensemble	30	750
School Council	40	1,000
Yearbook	128	3,200
<u>PATRICK McGAHERAN</u>		
McGaheran Singers	40	1,000
Spring Clubs	*	25.00 per hr.
Student Council	20	500
Family Math or Science	*	25.00 per hr.
<u>SPRUCE RUN</u>		
Family Math or Science	*	25.00 per hr.
Read. Rec. Parent Mtgs.	*	25.00 per hr.
Spruce Run Players	*	25.00 per hr.
Spruce Run Art Fest	*	25.00 per hr.

*To be determined based upon the recommendation of the Principal and approved by the Chief School Administrator.

COMPETITION ACTIVITIES

Olympics of the Mind/Destination Imagination

\$750.00	(To include training for one team and parent support through the first level of competition).
\$225.00	For each additional team.
\$30.00	Per hour not to exceed \$300.00 for any further level of competition within New Jersey.
\$250.00	Per day for each day of competition requiring an overnight stay (excluding travel).

<u>Activity</u>	<u>Hours</u>	<u>Salary</u>
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INTRAMURALS

ROUND VALLEY

Basketball (Gr. 6)	36	\$900
Basketball (Gr. 7 & 8)	30	750
Cheerleading (Gr. 6)	24	600
Cross County (Gr. 6)	24	600
Field Games (Gr. 6)	24	600
Field Hockey (Gr. 7 & 8)	18	450
Fitness	45	1,125
Flag Football (Gr. 7 & 8)	24	600
Floor Hockey (Gr. 7 & 8)	24	600
Indoor Games (Gr. 6)	24	600
Soccer (Gr. 6)	24	600
Volleyball (Gr. 7 & 8)	24	600

PATRICK McGAHERAN

Basketball (Gr. 5)	20	\$500
Computer (Gr. 3)	20	500
Computer (Gr. 4)	20	500
Computer (Gr. 5)	20	500
Floor Hockey (Gr. 4)	20	500
Soccer (Gr. 3)	20	500

<u>Activity</u>	<u>Years Experience</u>	<u>Salary</u>
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INTERSCHOLASTIC

ROUND VALLEY

Basketball - Boys	4-6+	\$3,500
	2-3	2,975
	0-1	2,525

Basketball - Boys - Asst.	4-6+	2,625
	2-3	2,225
	0-1	1,900
Basketball - Girls	4-6+	3,500
	2-3	2,975
	0-1	2,525
Basketball - Girls - Asst.	4-6+	2,625
	2-3	2,225
	0-1	1,900
Baseball - Boys	4-6+	2,350
	2-3	2,000
	0-1	1,700
Cross-Country	4-6+	2,350
	2-3	2,000
	0-1	1,700
Cross-Country - Asst.	4-6+	1,775
	2-3	1,500
	0-1	1,275
Soccer - Boys	4-6+	2,350
	2-3	2,000
	0-1	1,700
Soccer - Girls	4-6+	2,350
	2-3	2,000
	0-1	1,700
Softball - Girls	4-6+	2,350
	2-3	2,000
	0-1	1,700
Cheerleading	4-6+	2,600
	2-3	2,200
	0-1	1,875
Cheerleading - Asst.	4-6+	1,950
	2-3	1,650
	0-1	1,400
Volleyball	4-6+	2,350
	2-3	2,000
	0-1	1,700

OTHER

Athletic Events Dance Chaperone or Science Fair Advisor	\$20.00 per hour not to exceed 3-hour limit.
Homework, Library or Lunchroom Monitor	\$20.00 per hour
Home Instruction	\$27.00 per hour
Overnight School Activities	\$20.00 per hour not to exceed 8 hours in any 24 hour period
Saturday Activities	\$30.00 per hour

Curriculum Work

Staff members who perform curriculum writing and staff development work shall be paid a flat fee to be developed and agreed to by a representative from the Association and the Chief School Administrator and based upon the following:

1. An hourly rate of \$33.90 will be used to determine total fee.
2. The anticipated number of hours the project will require.

Activities Added During The Term of the Agreement

The Board and Association agree that should an activity be added during the term of the Agreement, the building principal and a representative of the Association will meet to determine the maximum hours and salary for the activity, set forth same in writing, and submit their joint recommendation to the Chief School Administrator and the Board for approval.

**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

Clinton Township Education Association

President

President

Secretary

Secretary

Date

Date