

This agreement entered into this *13th* day of *OCTOBER* 1980 by and between the Board of Education of the School District of the Borough of Clayton, hereinafter called "Board", and the Clayton Education Association, hereinafter called "Association".

W I T N E S S E T H :

Preamble

The Clayton Board of Education and the entire staff are dedicated to the important task of providing the best education possible for the children of their district. Satisfactory fulfillment of this great responsibility requires a climate of mutual trust and dependability on the part of both board and staff. It is important, therefore, that board and staff work together cooperatively to develop personnel policies which will insure high standards of performance and at the same time, contribute to the morale and well-being of the staff. Such policies should relate to the entire certified professional staff in their respective capacities and should promote harmonious relationships among various groups as well as between the board and staff members.

ARTICLE I Grievance Procedures

A. Definitions

1. The term "staff" shall mean all certified professional employees of the Board, and shall include only personnel employed on a contractual basis as teachers, guidance personnel, librarians, social workers and nurses.
2. The term "grievance shall mean a complaint concerning the interpretation, application and/or violation of the policies, agreements, and administration decisions affecting a staff member.

Institute of Management Sciences
1000 University Avenue
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RUTGERS UNIVERSITY

B. Board-Staff Relations Committee

1. The "Board-Staff Relations Committee" shall be composed of three members of the Association, two members of the Board, the Superintendent of Schools and the Principal involved.
2. The duties of the Superintendent of Schools shall be:
 - (a) To convene meetings of the Board-Staff Relations Committee whenever requested to do so by the Association members thereof, the Board members thereof, or whenever necessary in his own discretion.
 - (b) To act as chairman of all meetings of the Board-Staff Relations Committee.
3. It shall be the duty of the Board-Staff Relations Committee to:
 - (a) Evaluate the problems presented to the committee.
 - (b) Gather facts to provide for a complete understanding of these problems.
 - (c) Discuss and attempt to arrive at a solution in keeping with the aims of the school district and in keeping with the philosophies of each organization.
 - (d) Present conclusions and recommendations to the Board.
4. If the Board-Staff Relations Committee is unable to reach a mutually satisfying solution to the problem being discussed, either of the representatives groups or the Superintendent of Schools reserves the right to request a meeting with the Board in executive session and in the presence of the person or persons concerned.

5. The above procedures do not preclude the individual or staff CEA representative from carrying on conversations with and resolving complaints through the Superintendent of Schools.

C. Procedure for Processing a Grievance

1. Any staff member who alleges a grievance shall, within ten (10) consecutive days of the time he knew or should reasonably have known of its occurrence, discuss it with his principal or immediate supervisor or department head, if applicable, in an attempt to resolve the complaint at that level.
2. If, as a result of said discussion, the matter is not resolved to the satisfaction of the aggrieved staff member within three (3) school days, he shall set forth his complaint in writing within thirty (30) consecutive days of the time the staff member knew or should reasonably have known of its occurrence, to the principal and file a duplicate copy with the Superintendent of Schools. The Principal shall communicate his decision to the aggrieved staff member and file a duplicate copy with the Superintendent of Schools, in writing, within three (3) school days after the receipt of the written complaint.
3. The Staff member may appeal the Principal's decision to the Superintendent of Schools. The appeal to the Superintendent must be made in writing and must set forth the grounds upon which the grievance is based. Such request must be made within ten school days after receiving the Principal's decision, or the right to process the grievance shall be waived. The Superintendent

of Schools shall attempt to resolve the matter within a period not to exceed six school days after the receipt of the appeal. The Superintendent of Schools shall communicate his decision in writing along with supporting reasons to the aggrieved staff member.

4. If the grievance is not settled by the Superintendent of Schools, the aggrieved staff member may appeal to the Board-Staff Relations Committee by filing a written appeal therewith, through the Superintendent of Schools, within ten consecutive days after the Superintendent's decision. Said Committee shall, within fourteen days after filing of such appeal, make a written determination, setting forth reasons thereof, as to the merits of the grievance. The Superintendent shall inform the staff member, in writing, of the Committee's determination within three school days of said determination.
5. If the Board-Staff Relations Committee determines that the grievance has merit, it shall recommend, in writing, that the grievance be heard by the Board. The Board shall hear the grievance within fifteen consecutive days of the Board-Staff Relations Committee's determination and render a decision within ten days thereafter.
6. If the Board-Staff Relations Committee determines that the grievance is without merit, it will so advise the employee, and a copy of its findings shall be sent to the Superintendent of Schools and to the Board.

7. A staff member, whose grievance has been determined to be without merit by the Board-Staff Relations Committee, shall have the right to appeal to the Board. Said appeal shall be made in writing and filed with the secretary of the Board within ten consecutive days after receiving written notification from the Superintendent of the Committee's determination. Thereafter, the Board shall hear the appeal within fifteen consecutive days and thereafter render a decision thereon within ten consecutive days. The decision of the Board shall be final except as to those grievances based upon an allegation that there has been a violation of the express written terms of this agreement.
8. If the grievance is based upon an allegation that there has been a violation of the express written terms of this agreement and the staff member is not satisfied with the decision of the Board and he, with the consent of the association, wishes review by a third party, he shall so advise the Board in writing, through the Superintendent of Schools, of his election to submit the grievance to advisory arbitration. Such election and notice shall be made within ten (10) consecutive days from receipt of the Board's decision.

 - (a) Within twenty (20) consecutive days after such written notice of submission to arbitration, the Board and the Association shall attempt to agree upon a mutually acceptable arbitor and shall obtain a commitment from said arbitor to serve. If the parties are unable to agree upon an arbitor or to

obtain such a commitment within the specified period, a request for a list of arbitors may be made to the American Arbitration Association by either party. The parties shall then be bound by the rules and procedures of the American Arbitration Association in the selection of an arbitor. The arbitor shall limit himself to issues submitted to him and shall consider nothing else. He can add nothing to nor subtract anything from the express written terms of this agreement.

- (b) The arbitor so selected shall confer with the representatives of the Board and the Association and hold hearings promptly and shall issue his decision not later than twenty (20) days from the date of the close of the hearings or, if oral hearings have been waived, then from the date the final statements and proofs on the issues are submitted to him. The arbitor's decision shall be in writing and shall set forth his findings of fact, reasoning and conclusions on the issues submitted. The arbitor shall be without power or authority to make any decision which requires the commission of an act prohibited by law or which is violative of the terms of this agreement. The decision of the arbitor shall be submitted to the Board and the Association and shall be advisory in nature.
- (c) The costs for the services of the arbitor, including per diem expenses, if any, and actual and necessary travel, subsistence expenses and the cost of hearing

rooms shall be borne equally by the Board and the Association. Any other expenses incurred shall be paid by the party incurring same.

- (d) If time is lost by any staff member due to arbitration proceedings necessitating the retention of a substitute, the Board will pay the cost of the substitute. The time lost by the teacher must either be without pay or charged to personal time.

ARTICLE II NEGOTIATION OF SUCCESSOR AGREEMENT

- A. Negotiations for the successor agreement shall commence no later than October 1, 1980. Contract negotiations may be opened during the term of this agreement by mutual consent. Contract shall be in force for 1980-81.

ARTICLE III BOARD RIGHTS CLAUSE

Board Rights - The board reserves to itself sole jurisdiction, authority and responsibility over matters of policy and retains the right, subject only to the limitations imposed by the language of this agreement, Chapter 123, in accordance with applicable laws and regulations (a) to direct employees of the school district; (b) to hire, promote, transfer, assign, and retain employees in positions in the school district, and to suspend, demote, discharge, or take other disciplinary action against employees; (c) to relieve employees from duty because of lack of work or for other legitimate reasons; (d) to maintain efficiency of the school district operations entrusted to them; (e) to determine the methods, means and personnel by which such operations are to be conducted; and (f) to take whatever actions may be necessary to carry out the mission of the school district in situations of emergency.

ARTICLE IV STAFF RIGHTS

- A. Whenever any staff member is required to appear before the Superintendent for the purpose of formal disciplinary action, then he shall be given prior written notice of the reasons for such meeting or interview and shall be entitled to have one representative of the teaching profession present to advise him and represent him during such meeting or interview.
- B. When any staff member is required to appear before the Board or any committee for the purpose of disciplinary action, then he shall be given two week days (Mon.-Fri.) prior written notice of the reasons for such meeting or interview and shall be entitled to one or more representatives of the teaching profession to advise him and represent him during such meeting or interview.
- C. The staff member shall determine grades within the grading policy of the Clayton School District. The teacher shall be answerable to the administration and Board of Education for the method of arriving at such grades and must be prepared to show that they are not arbitrary and capricious.
- D. Any staff member denied pay for any reason, shall be notified in writing of such denial five days prior to the issuing of the pay check containing the deduction.
- E. Staff members shall receive the agenda of any meeting called by the administration at least one day prior to the meeting. Items may be added to agenda if necessary.

ARTICLE V ASSOCIATION RIGHTS AND PRIVILEGES

- A. The association may use school facilities and equipment, including typewriters, mimeo machines, other duplicating equipment, calculating machines and all types of Audio-Visual equipment at reasonable times subject to the approval of the building principal. Such equipment to be used by the Association for Clayton School business only. All supplies used will be provided and paid for by the CEA.
- B. Profits from vending machines in the staff dining rooms belong to the Association for improvement to faculty rooms or for welfare. If any additional vending machines are installed they must be approved by the Board of Education.
- C. The Association shall be allocated meeting time on orientation day immediately before the lunch break, or at some other time acceptable to the Superintendent.
- D. The Association may submit suggestions six (6) weeks prior to scheduled In-Service programs.

ARTICLE VI TEACHING HOURS AND TEACHING LOAD

- A. Non-classroom teaching staff members shall accomplish preparation periods in their assigned areas.
- (1) Reasonable time for a break is permissible. Abuse will be subject to the proper authoritative action.
- B. It is acknowledged by both parties hereto that extra-curricular activities are a necessary and important adjunct to the scholastic pursuits of the students, and the Board, Administration and teachers have the responsibility of assuring adequate professional guidance of these activities. The administration shall notify

staff members of vacancies by posting such vacancies for three (3) days while school is in session on the bulletin board in the faculty room and accept applications from interested parties; but should no applications be secured, the administration shall have the right to assign a teacher to fill the position, and compensation (if any) shall be in accordance with that agreed upon by the Association and the Board.

- C. Elementary teachers shall remain twenty-five (25) minutes after the close of the school day and be available to students for extra help. High School and Middle School teachers school day will be 7 hours and 10 minutes. The school day will not begin before 7:55 a.m. nor end later than 3:25 p.m.
- D. The Superintendent or Administrators with the approval of the Superintendent may require one meeting per month of one hour duration at the close of the school day. The above does not in any way affect building principal and staff meetings or departmental meetings for general school operational purposes.
- E. Staff who participate in instructional activities outside school hours (including, but not limited to bedside instruction, drivers' education, and library supervision) shall be compensated at the rate of \$6.50 per hour.

ARTICLE VII NON-TEACHING DUTIES

- A. Staff members shall not be required to drive students to activities which take place away from the school building. A staff member may do so voluntarily with the advance approval of his principal providing said teacher is

currently approved by the Board of Education for endorsement on the Board's Comprehensive Automobile Liability Insurance Policy. He shall be compensated at the rate of fifteen (15) cents per mile for use of his own automobile.

- B. The Board shall arrange for and maintain appropriate insurance to cover all damages, losses and expenses incurred by a teacher against whom any action shall be brought for any act or omission arising out of the authorized use of his automobile while driving students to or from authorized school activities. The Board of Education liability shall not exceed the limit provided for in such insurance contracts.

ARTICLE VIII STAFF SALARY GUIDE

- A. The salaries of all staff members covered by this agreement shall be set forth in Schedule "A", which is attached hereto and amended part hereof.
- B. The compensation for staff members who are appointed by the Board for co-curricular activities shall be paid the additional compensation as set forth in Schedule "B", which is attached hereto and made a part hereof.

ARTICLE IX TEACHERS ASSIGNMENTS

- A. All teachers to be re-employed for the forthcoming year shall receive their contracts by April 30. Signed contracts are to be returned to the Superintendent's office no later than fifteen (15) school days after the receipt of the contract. If not returned by said date, the position may be declared vacant. A list of known vacancies shall be posted in both school buildings no later than 15 days after contracts are returned.

ARTICLE X SICK LEAVE

- A. The term "sick leave" is hereby defined to mean the absence from his or her post of duty, of any staff member because of personal disability due to illness or injury, or because he or she has been excluded from school by the school district's medical authorities on account of a contagious disease or of being quarantined for such a disease in his or her immediate household.
- B. All staff members covered by this agreement shall be allowed sick leave with full pay for a minimum of 10 school days in any school year: provided however, that any such member employed after December 1 of the current school year shall be allowed sick leave with full pay for a minimum of 6 school days in the current school year.
- C. Medical verification may be required according to existing Board policy.
- D. If any staff member requires in any school year less than the specified number of days of sick leave with pay allowed, all days of such minimum sick leave not utilized that year shall be accumulative to be used for additional sick leave as needed in subsequent years.
- E. Staff members shall be given a written accounting of accumulated sick leave days no later than the opening day of each school year.

ARTICLE XI TEMPORARY LEAVES OF ABSENCE

- A. All professionally certified staff members shall be entitled to the following temporary non-accumulative leaves of absence each year:
1. Applications for leave under this Article must be made at least two (2) days before taking the leave

(except in emergencies). The Superintendent shall approve up to two (2) days with pay for personal, legal, business, household, or family matters which require absence during school hours and the applicant for such leave shall not be required to state the reason for taking such leave other than that he is taking it under this Section.

(a) Leave under Article XIA1 shall not be taken the day before or after a holiday or long weekend without approval of the Superintendent.

2. Should the Superintendent deem it necessary for additional leaves of absence, the applicant shall receive the difference between the contractual salary and the substitute's pay. Leave under Section XIA2 must be requested in advance.

3. Absence due to death in the immediate family allowed with pay up to a maximum of three (3) days. Immediate family means husband, wife, father, mother, child, brother, sister, mother-in-law, or father-in-law. Leave beyond three (3) days may be approved by the Superintendent. Leave due to death of paternal or maternal grandparents allowed one (1) day with pay.

(a) Additional leave may be approved by the Superintendent

4. All deductions shall be based on 1/200 of yearly salary.

ARTICLE XII NO STRIKE CLAUSE

A. The Association covenants and agrees that during the term of this agreement neither the teacher organization nor any person acting in its behalf will cause, authorize, or support, nor will any of its members take part in any strike or walkout.

B. Nothing contained in the Agreement shall be construed to limit or restrict the Board in its right to seek and obtain such judicial relief as it may be entitled to have in law or in equity for injunction or damages or both in the event of such breach by the Association or its members.

ARTICLE XIII SABBATICAL LEAVES

A. A sabbatical leave shall be granted to eligible professionally certified employees for study or for other reasons of value to the school system upon recommendation of the Superintendent of Schools and the approval of the Board, subject to:

1. Requests for sabbatical leaves must be received by the Superintendent in writing no later than Dec. 1, and action will be taken on all such requests no later than the first regular scheduled meeting in March of such year preceding the school year for which the sabbatical leave is requested.
2. The certified professional employee requesting a sabbatical leave must have completed at least nine (9) full years of service in the Clayton School District. In addition, the applicant must have evidenced continued professional growth and teaching competency during his years of service in the district.
3. A certified professional employee on an approved sabbatical leave (either for one-half of a school year or for a full school year) shall be paid by the Board of Education at fifty percent (50%) of the salary rate which he would have received if he had remained on active duty.

- 4. Upon return from sabbatical leave, a teacher shall be placed on the salary schedule at the level which he would have achieved if he remained actively employed in the system during the period of sabbatical leave.
- 5. All monies or equal portions thereof paid to a person on sabbatical leave shall be returned to the Board of Education if the person granted the sabbatical leave fails to remain in the employ of the Clayton Board of Education for a period of two (2) complete school years, after completion of sabbatical leave.

ARTICLE XIV ENTIRE AGREEMENT

A. This agreement contains all the agreements between the parties hereto and there are no other oral representation or warranties other than those contained herein. This agreement shall be and is the entire transaction between the parties, all other oral agreements other than policy or prior instruments merging into this agreement, all pursuant to Title 34, Chapter 123, Laws of 1974 or the State of New Jersey.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be signed by the proper corporate officers and their corporate seal to be affixed hereto, the day and year above written.

BOARD OF EDUCATION OF THE
SCHOOL DISTRICT OF CLAYTON

ATTEST:

Debra B. Nail
Secretary

By *William M. Frame*
President

Anna L. Patton
Secretary

CLAYTON EDUCATION ASSOCIATION
By *William M. Frame Jr*
President

Schedule A

- A. Schedule A shall be in force during 1980-81
- B. Salary Schedule
1. For teachers who hold a bachelor's degree or its equivalent shall be as provided in Column B.
 2. For teachers who hold a bachelor's degree and have earned fifteen (15) credits after receipt of that degree shall be as provided in Column B+15.
 3. For teachers who hold a bachelor's degree and have earned thirty (30) credits after receipt of that degree shall be as provided in Column B+30.
 4. For teachers who hold a master's degree shall be as provided in Column M.
 5. For teachers who hold a master's degree and have earned fifteen (15) credits after receipt of that degree shall be as provided in Column M+15.
 6. For teachers who hold a master's degree and have earned thirty (30) credits after receipt of that degree shall be as provided in Column M+30.
- C. Substitute teachers shall receive the average daily rate of pay as that paid in the surrounding school districts. The surrounding districts shall include Pitman, Glassboro, Monroe Township, Southern Gloucester County Regional.
- D. Staff members shall receive one-half tuition up to \$120.00 per year for graduate credits in their field. Approval by the administration and Board of Education shall be required. Fall courses shall be paid no sooner than March. Spring and Summer courses shall be paid no sooner than October. A teacher must be in the employ of the Clayton Board of Education upon reimbursement date for payment, unless the Clayton Board of

Education has terminated said teacher's employment prior to reimbursement date.

- E. The Board of Education will provide health care insurance known as the New Jersey Public and School Employees Health Plan. The Board of Education shall pay full premium for full family coverage, if such coverage is selected. In lieu of the State Health Benefit program, a teacher may elect Washington National Insurance coverage under a Washington National plan, not to exceed employee single coverage costs of the New Jersey Public and School Employees Health Plan. There will be no change after September 30th. (CEA may select only one plan and members participating must select that plan to be eligible for board payment). The coverage year shall be September 1 to August 31.
- F. Teachers may expend twenty dollars per year for incidental supplies payable in December and June upon presentation of written receipts with voucher. Such supplies or educational materials shall become the property of the Clayton School District.

Schedule A
1980-81

	<u>BA</u>	B+15	B+30	M	M+15	M+30
0	11,480	11,700	11,915	12,245	12,460	12,680
1	11,880	12,100	12,315	12,645	12,860	13,080
2	12,210	12,425	12,645	12,970	13,190	13,405
3	12,590	12,810	13,025	13,355	13,570	13,790
4	13,000	13,215	13,435	13,760	13,980	14,195
5	13,470	13,690	13,905	14,235	14,455	14,675
6	13,880	14,100	14,315	14,645	14,865	15,085
7	14,290	14,510	14,730	15,055	15,275	15,495
8	14,730	14,945	15,165	15,495	15,715	15,930
9	15,165	15,385	15,605	15,930	16,150	16,370
10	15,605	15,825	16,040	16,370	16,590	16,810
11	16,070	16,285	16,505	16,835	17,055	17,275
12	16,535	16,755	16,975	17,300	17,520	17,740
13	17,000	17,220	17,440	17,765	17,985	18,205
14	17,465	17,685	17,905	18,230	18,450	18,670
20	300	300	300	300	300	300
25	300	300	300	300	300	300

Staff Members above Step 14 will receive a 9% increase for 1980-81

Schedule B

The Salary Schedule for Co-Curricular activities for the 1980-81 school year:

<u>Position</u>		<u>Position</u>	
Athletic Director	1910	Band Director	1145
		Clipperettes	375
<u>Football</u>		Weight Training	955
Head Coach	1690		
Ass't. Coach	990	<u>Advisors</u>	
Ass't. Coach	990	Grade 12	380
Freshman Coach	925	Grade 11	380
Freshman Coach	925	Grade 10	300
		Grade 9	300
<u>Basketball - Boys</u>		Yearbook	625-790
Head Coach	1320	Financial	325
Ass't. Coach	820	Dramatics (2 plays)	710
Freshman Coach	775	Student Council	325
		Dir. of Student Act.	570
<u>Wrestling</u>		Safety Patrol	325
Head Coach	1320		
Ass't. Coach	820	<u>Intramural Sports</u>	
		High School	325
<u>Baseball - Boys</u>		High School	325
Head Coach	1220	Middle School	325
Ass't. Coach	745	Middle School	325
		Newspapers	380
<u>Track</u>			
Head Coach - Boys	1220		
Ass't. Coach	745		
Head Coach - Girls	1220		
<u>Cross Country</u>			
Head Coach	765		
<u>Hockey</u>			
Head Coach	1220		
Ass't. Coach	745		
<u>Basketball - Girls</u>			
Head Coach	1320		
Ass't. Coach	820		
<u>Cheerleaders</u>			
Lead Advisor	655		
<u>Softball</u>			
Head Coach	1220		
Ass't. Coach	745		

Schedule B (continued)

<u>Position</u>	<u>1980-81</u>
<u>Clubs</u>	
Twelve (12 Clubs - Minimum of 10 students - Meet 20 times per year. Clubs to be determined by Board approval. Minimum meeting - 20 hours.	
12 @	200.

Curriculum Chairman

One Hundred Ten dollars 1980-81 for curriculum chairman plus \$7.10 per teaching assignment for curriculum area members exclusive of chairman as indicated.

Curriculum Chairman Secondary	110 + 7.10
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Elementary (4)	220
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Curriculum Chairman shall meet with the principal once a month at the close of the school day.

Summer Music Program	765
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If an assistant coach is not available, the head coach will receive a portion of the salary budgeted for the assistant upon the recommendation of the administration.

Coaches for fall sports are to be paid on December 15.

Coaches for winter sports are to be paid on March 15.

Coaches for spring sports are to be paid either on June 15 or the last day of school.

The Cheerleading coach is to be paid one-half on December 15 and one-half on March 15.

The Athletic Director is to be paid one-third on December 15, one-third on March 15, and one-third on June 15 or the last day of school.