

Board Office
2356

AGREEMENT
BETWEEN
THE CLAYTON EDUCATION ASSOCIATION
AND
THE CLAYTON BOARD OF EDUCATION
EFFECTIVE
JULY 1, 1995 TO JUNE 30, 1998

TABLE OF CONTENTS

	<u>Page</u>
Article I Recognition Clause	1
Article II Grievance Procedure	1
Article III Negotiation of Successor Agreement	4
Article IV Board Rights Clause	4
Article V Staff Rights	5
Article VI Association Rights & Privileges	5
Article VII Teaching Hours & Teaching Load	6
Article VIII Non-Teaching Duties	7
Article IX Staff Salary Guide	7
Article X Teacher Assignments	7
Article XI Sick Leave	8
Article XII Temporary Leaves of Absence	9
Article XIII No Strike Clause	10
Article XIV Sabbatical Leave	10
Article XV Representation Fee	11
Article XVI Entire Agreement	13
Article XVII Duration of Agreement	13
Schedule A - Benefits	14
Schedule A - Salary	16
Schedule B - Co-Curricular	20

This agreement entered into this 1st day of July, 1995 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".

ARTICLE I - RECOGNITION CLAUSE

The Board recognizes the Clayton Education Association as the exclusive and sole representative for collective negotiations, concerning terms and conditions of employment for all contractual staff as defined in Article A-A.1.

ARTICLE II - GRIEVANCE PROCEDURE

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, speech correctionist and learning disabilities specialist.
2. The term "grievance" shall mean a complaint concerning the interpretation, application and/or violation of this contract affecting a member of the Association covered by this agreement.

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, or whenever he deems it necessary.
 - (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.
 - (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 problems 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 school days of the time he or she knew or should reasonably have known of its occurrence, discuss it with his or her Principal or Supervisor, 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 or she shall set forth his or her 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 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 (10) 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 (6) 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. If the grievance is not settled by the Superintendent of Schools, the staff member may appeal to the Board-Staff Relations Committee by filing a written appeal therewith, through the Superintendent of Schools within ten (10) consecutive days after the Superintendent's decision. Said Committee shall, within fourteen (14) 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.

4. 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 (15) consecutive days of the Board-Staff Relations Committee determination and render a decision within ten (10) days thereafter.
5. 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.
6. 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 (10) consecutive days after receiving written notification from the Superintendent of the Committee's determination. Thereafter, the Board shall hear the appeal within fifteen (15) consecutive days and thereafter render a decision thereon within ten (10) 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.
7. If the grievance is based upon an allegation that there has been a violation of the expressed written terms of this agreement and the staff member is not satisfied with the decision of the Board and he or she, with the consent of the Association, wishes review by a third party, he or she shall so advise the Board in writing, through the Superintendent of Schools, of his or her election to submit the grievance to binding 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 arbiter and shall obtain a commitment from said arbiter to serve. If the parties are unable to agree upon an arbiter or to obtain such a commitment within the specified period, a request for a list of arbiters may be made to the American Arbitration Association in the selection of an arbiter.
 - (b) The arbiter shall limit himself or herself to issues submitted to him or her and shall consider nothing else. He or she can add nothing to nor subtract anything from the express written terms of this agreement.

- (c) The arbiter so selected shall confer with the representatives of the Board and the Association and hold hearings promptly and shall issue his or her decision no 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 arbiter's decision shall be in writing and shall set forth his or her findings of fact, reasoning and conclusions on the issues submitted. The arbiter 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 arbiter shall be submitted to the Board and the Association and shall be final and binding on the parties.
- (d) The costs for the services of the arbiter, including per diem expenses, if any, and actual and necessary travel, subsistence expenses and the cost of hearing rooms shall be borne by the Association. Any other expenses incurred shall be paid by the party incurring same.
- (e) 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, if the decision is against the grievant, otherwise, the grievant shall suffer no loss in pay or time.

ARTICLE III - NEGOTIATION OF SUCCESSOR AGREEMENT

- A. Negotiating for the successor agreement shall commence **on or before January 15**. Contract negotiations may be opened during the term of this Agreement by mutual consent. This contract shall be in force for 1995-96, 1996-97 & 1997-98.

ARTICLE IV - BOARD RIGHTS CLAUSE

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, NJSA 34:13A-1 et seq., and 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 V - STAFF RIGHTS

- A. Except as set forth below and as otherwise provided for in this agreement, all previous terms and conditions of employment relating to staff rights and benefits shall be subject to review by a committee comprised of three members appointed by the Association and three members appointed by the Board. The committee may review practices and recommend to the Board and the Association continuation or elimination of the practice. Elimination of any practice may only be as a result of a majority vote of that committee.
- B. Whenever any staff member is required to appear before the Superintendent for the purpose of formal disciplinary action, then he or she shall be given prior written notice of the reasons for such meeting or interview and shall be entitled to have one (1) representative of his/her choosing present to advise him or her and represent him or her during such meeting or interview. The Superintendent shall be provided within twenty-four (24) hours written notice as to the name and position of the representative except in cases of emergency.
- C. When any staff member is required to appear before the Board or any committee thereof for the purpose of disciplinary action, then he or she shall be given two (2) weekdays (Mon-Fri) prior written notice of the reasons for such meeting or interview and shall be entitled to one (1) representative of his/her choosing present to advise him or her and represent him or her during such meeting or interview. The Board shall be provided with twenty-four (24) hours written notice as to the name and position of this representative except in cases of emergency.
- D. 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.
- E. Any staff member denied pay for any reason, shall be notified in writing of such denial five (5) days prior to the issuing of the pay check containing the deduction.
- F. Staff members shall receive the agenda of any staff meeting called by the administration at least one (1) day prior to the meeting. Items may be added to the agenda if necessary.

ARTICLE VI - 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 is 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 room 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 to administration for in-service programs by June 1. Every effort shall be made by the administration to schedule at least one (1) CEA suggestion for the coming school year.
- E. The Superintendent shall be empowered by the Board to approve reasonable release time for Association officers to engage in Association business which could not otherwise be completed outside of normal school hours.

ARTICLE VII - TEACHING HOURS AND TEACHING LOAD

- A. Non classroom teaching staff members will be given preparation time on days when they teach, otherwise no preparation periods are extended to non teaching staff. Reasonable time for a break is permissible on non teaching days.
- B. All teachers shall remain a minimum of twenty-five minutes after the close of the student day.
 - 1. A teacher's work day at all schools shall not exceed seven (7) hours, except for professional meeting days which will not exceed fifteen minutes before or after the regular school day. Said meetings cannot be called more than 4 times a month per person. (Forty-eight hours prior notice shall be given).
 - 2. Work year for all schools will not exceed one hundred and eighty-seven (187) days; said days shall be inclusive of the NJEA Convention. The two additional in-service days, shall not be prior to Labor Day nor after the last student class day.
 - 3. A committee composed of two members appointed by the Board and two members appointed by the Association shall be formed to investigate sources of funding that will make possible the expansion of the educational program beyond the present regular school year.
 - 4. All staff members shall receive one (1) duty-free lunch period during regularly scheduled lunch periods.
 - 5. Teachers new to the district will be available for an additional thirty-five (35) hours beyond the regular school year, for the purpose of mentoring.
- C. The Superintendent or Administrators with the approval of the Superintendent may require one (1) meeting per month of one hour's duration at the close of the school day.

The above does not in any way affect building principal, staff or departmental meetings for general school operational purposes.

- D. Staff who participate in instructional activities outside school hours (including, but not limited to bedside instruction, driver education, and library supervision shall be compensated at the rate of \$21.00 per hour for the duration of the contract.
- E. Staff who participate in non-instructional activities outside school hours (including but not limited to crowd control, announcing, ticket selling, scoreboard operation, timing, field event assistance) shall be compensated \$30.00 per event, or the advertised rate, whichever is greater.
- F. All teachers shall receive five (5) scheduled preparation periods per week for instructional preparation except in case of class coverage or emergencies. If teachers are assigned class coverage, they shall be paid at the rate of 1/8 of the normal substitute rate for each coverage. Such payment shall be cumulative and be paid at the conclusion of the school year.
- G. Teachers who are required to grade summer assignments will be compensated at the hourly rate, not to exceed ten hours (10) each.
- H. A stipend will be provided for additional academic preparations beyond three different subjects. Subjects are defined as offered academic courses exclusive of physical education, art, music, shops or other such "specials." Stipends shall be as follows: \$935 for fourth preparation; \$935 additional for fifth preparation, etc.

ARTICLE VIII - NON-TEACHING DUTIES

- A. Staff members shall not be required nor be approved to drive students to activities which take place away from the school building in non district owned or leased vehicles.

ARTICLE IX - 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 made a 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 X - TEACHERS ASSIGNMENTS

- A. All teachers to be re-employed for the forthcoming year shall receive their contracts by May 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 fifteen (15) days after contracts are returned. 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. "Vacancies" are defined to include teaching positions, Co-Curricular positions, homebound instruction, tutoring positions, and any other positions which would be covered by this agreement.

ARTICLE XI - 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 ten (10) days. New employees will be given sick leave based on a pro-rated basis for the balance of the 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.
- F. Teachers shall be paid for accumulated unused sick leave as follows:
 - 1. Any teacher who retires according to the provisions of the T.P.A.F. in order to receive immediate benefits as opposed to "deferred" benefits and has fifteen (15) continuous years of teaching service in the School District shall be eligible for payment for unused sick leave.
 - 2. Teachers planning to retire must notify the Superintendent no later than December 1 of the year preceding the effective date of retirement in order to receive prompt payment; those who fail to comply with the notification procedure described herein shall be required to wait for said payment until such time as (1) the money is allocated in the next school budget and (2) the instant budget becomes effective.
 - 3. To qualify for payment, a retiring teacher must have a minimum of twenty-five (25) accumulated sick days.

4. Payment shall be based upon the following schedule, provided, however, the total amount paid to any teacher shall not exceed thirty-five hundred dollars (\$3,500.00) seventy-five (75) days or less - twenty dollars (\$20.00) per day for all days, seventy-six (76) days or more - twenty-five dollars (\$25.00) per day for all days.
5. If a teacher who has notified the Board of his or her intent to retire in accordance with the provisions set forth hereinabove subsequently dies prior to the effective date of his or her retirement, payment to which said teacher would have been entitled under this Article shall be paid to his or her estate.

ARTICLE XII - 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 four (4) days before taking the leave (except in emergencies). The Superintendent shall approve up to three (3) days with pay for legal or business matters; household matters; marriage or graduation of family members or the employee; or family illness which can not be attended to other than during school hours. The applicant for such leave shall be required to state the reason for taking such leave consistent with the categories identified above. The definition of family shall include spouse, dependant children, dependant parents, or any person standing in loco parentis. Additional leave may be granted at the discretion of the superintendent.
 - (a) Leave under Article XII A.1 shall not be taken the day before or after a holiday or long weekend without approval of the Superintendent.
2. Unused personal days shall be accumulated as sick days but may only be used for payment purposes as stated in Art. XI, F.
3. 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 XII A.3 must be requested in advance and receive Superintendent's approval.
4. Absence due to death in the immediate family shall be allowed with pay up to a maximum of four (4) days. Immediate family means husband, wife, father, mother, child, brother, sister, mother-in-law, father-in-law, paternal/maternal grandparents of staff members and their spouses, or any person standing in loco parentis. Leave beyond four (4) days may be approved by the Superintendent.
5. All deductions shall be based on 1/187 of yearly salary.

ARTICLE XIII - 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 - i.e., the concerted failure to report for duty or willful absence from his or her position, or stoppage of work or abstinence in whole or in part, from the full, faithful and proper performance of the employee's duties of employment for any purpose whatsoever. The Association may be held liable in damages for such strikes or walkouts, unless the Association in writing, immediately disavows the strike and notifies the strikers to return to work.

- 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 XIV - SABBATICAL LEAVE

- 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 December 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 or her 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 or she would have received if he or she 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 or she would have achieved if he or she 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 XV - REPRESENTATION FEE

A. Purpose of Fee

If an employee does not become a member of the Association during any membership year (i.e., from September 1 to the following 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.

B. Amount of fee

1. Notification

Prior to the beginning of each membership year, the Association will notify the Board in writing of the amount of the regular membership dues, initiation fees and assessments charged by the Association to its own members for that membership year. Said fee shall conform to the rules and regulations promulgated by the Public Employment Relations Commission.

C. Deduction and Transmission of Fee

1. Notification

Once during each membership year covered in whole or in part by this Agreement, the Association will submit to the Board a list of those employees who have not become members of the Association for the then current membership year. The Board will then deduct from the salaries of such employees, in accordance with paragraph two (2) below, the full amount the representation fee and promptly will transmit the amount to the Association.

2. Payroll Deduction Schedule

Upon annual written notification that the Association has adopted and implemented a valid "demand and return system", the Board will deduct the representation fee in equal installments, as nearly as possible, from the paychecks paid to each employee on the aforesaid list during the remainder of the membership year in question. The amount deducted for non-members shall be based upon the figures contained in the statement provided said non-members prior to the start of the dues year in accordance with N.J.A.C. 19:17 - 3.3 (a) (1). The deduction will begin with the first paycheck paid:

- (a) Ten (10) days after receipt of the aforesaid list by the Board; or

- (b) Thirty (30) days after the employee begins his or her employment in a bargaining unit position, unless the employee previously served in a bargaining unit position and continued in the employ of the Board in a non-bargaining unit position or was on layoff, in which event the deductions will begin with the first paycheck paid ten (10) days after the resumption of the employee's employment in a bargaining unit position, whichever is later.

D. Termination of Employment

If an employee who is required to pay a representation fee terminates his or her employment with the Board before the Association has received the full amount of the representation fee to which it is entitled under this Article, the Board will deduct the unpaid portion of the fee from the last paycheck paid to said employee during the membership year in question.

E. Mechanics

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

F. Changes

The Association will notify the Board in writing of any changes in the list provided for in Section C above and/or the amount of the representation fee, and such changes will be reflected in any deductions made more than ten (10) days after the Board received said notice. Deductions shall be made February 1 and/or June 15 for such changes.

G. New Employees

On or about the last day of each month, beginning with the month this Agreement becomes effective, the Board will submit to the Association, a list of all employees who began their employment in a bargaining unit position during the preceding thirty (30) day period. The list will include names, job titles, and date of employment for all such employees.

H. Indemnification

The Association shall indemnify and hold the Board harmless against any and all claims, demands, suits and other forms of liability, including liability for reasonable counsel fees and other legal costs and expenses, that may arise out of, or by reason of any action taken or not taken by the Board in conformance with this provision.

ARTICLE XVI - ENTIRE AGREEMENT

This writing contains the entire agreement between the parties hereto. It incorporates by law the terms of NJSA 34:13A-1 et seq. and NASA 18A:1 et seq. and all applicable decisions.

ARTICLE XVII - DURATION OF AGREEMENT

The language in the Agreement shall be effective July 1, 1995 and shall continue in effect to June 30, 1998.

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.

ATTEST:

**BOARD OF EDUCATION OF THE
SCHOOL DISTRICT OF CLAYTON**

Helene D. Vail

Secretary

By

Robert Quinn
President

CLAYTON EDUCATION ASSOCIATION

Rosemarie Herle
Secretary

By

Ingres H. Simpson
President

SCHEDULE A

A. Schedule A shall be in force during 1995-96, 1996-97, and 1997-98.

B. Salary Schedule

1. For teachers who hold a Bachelor's Degree or its equivalent the salary shall be as provided in Salary Guide - attached to and a part of this agreement.
2. For teachers who hold a Bachelor's Degree and have earned fifteen (15) credits in an approved Master's Degree program into which the teacher has been accepted the salary shall be as provided in Salary Guide.
3. For teachers who have earned a BA+30 in an approved Master's Degree program into which the teacher has been accepted the salary shall be as provided in Salary Guide.
4. For teachers who have earned a Master's Degree the salary shall be as provided in Salary Guide.
5. For teachers who hold a master's degree and have earned fifteen (15) credits after receipt of that degree in accordance with Paragraph C, salary shall be as provided in the Salary Guide.
6. For teachers who hold a master's degree and have earned thirty (30) credits after receipt of that degree, salary shall be as provided in Salary Guide.

C. Teachers shall receive full tuition reimbursement for up to six (6) credits in their certified field at a cost not to exceed Rutgers - the Graduate School tuition fee schedule. Prior approval of the Superintendent is required. Upon completion of the course, tuition reimbursement shall be paid within forty-five (45) days by submitting a transcript and completed Board of Education voucher. In order to be eligible the staff member must be an employee of the district on the date payment is made. Courses taken prior to Clause B, 3 above, must be in an approved Master's Degree program in which the teacher has been accepted. All other courses must be in the field of education.

D. The Board of Education will provide health care insurance benefits equal to the Blue Cross and Blue Shield plan provided under the New Jersey State Health Benefits Program. The benefit shall include full family coverage if such coverage is selected. In lieu of the above described "primary" health care insurance, any teacher may elect disability income under the Washington National Plan. If such an election is made the Board of Education will contribute on account of the premium cost an amount up to premium cost to cover a single employee under the "primary" coverage. The coverage year shall be September 1 through August 31 and any teacher electing the alternative coverage under the Washington National Plan, in lieu of the "primary" coverage, must make the election and notify the Board of his or her election in writing on or before August 31 of each year.

E. The Board will provide a full family prescription drug plan \$7.00/\$5.00 Co-pay First year and \$10.00/\$5.00 Co-pay in Second and Third years.

- F. The Board will provide each employee with either an individual or family dental program at a maximum cost to the Board of \$16.39 per month (individual) or \$51.52 per month (family). There will be a 5.22% cap on increases to be covered by the Board the second year of the contract and a 5.74% cap on increases the third year of the contract.

The policy deductible shall be increased to reduce premiums, whichever is most economically beneficial to the members of the Association.

1. There is a forty (\$40.00) deductible per patient per calendar year which is not applicable to Preventive and Diagnostic Services. The Family maximum aggregate deductible will be \$120.00.
 2. The maximum amount payable for the dental services provided an eligible patient in any calendar year is \$1,000.00.
 3. There will be a full-family orthodontic program provided on a 50/50 cost basis with the Board and employees.
- G. The Board will provide for catastrophic illness coverage. If such coverage is selected, full cost shall be borne by person making such a selection.
- H. Teachers may expend fifty dollars (\$50) 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.

SALARY GUIDES SCHEDULE A

95-96 STEP	PAGE 16					
	4.8504696 BA	500 B+15	700 B+30	1100 MA	1300 MA+15	1700 M+30
A 0	28,423	28,923	29,123	29,523	29,723	30,123
B 1	28,423	28,923	29,123	29,523	29,723	30,123
C 2	29,235	29,735	29,935	30,335	30,535	30,935
D 3	30,047	30,547	30,747	31,147	31,347	31,747
E 4	30,861	31,361	31,561	31,961	32,161	32,561
F 5	31,732	32,232	32,432	32,832	33,032	33,432
G 6	32,662	33,162	33,362	33,762	33,962	34,362
H 7-8	33,795	34,295	34,495	34,895	35,095	35,495
I 9-10	35,044	35,544	35,744	36,144	36,344	36,744
J 11	36,396	36,896	37,096	37,496	37,696	38,096
K-L 12-17	37,696	38,196	38,396	38,796	38,996	39,396
M 18	38,995	39,495	39,695	40,095	40,295	40,695
N 19	40,294	40,794	40,994	41,394	41,594	41,994
O 20	41,596	42,096	42,296	42,696	42,896	43,296
P 21	43,055	43,555	43,755	44,155	44,355	44,755
Q 22	44,514	45,014	45,214	45,614	45,814	46,214
R 23	46,057	46,557	46,757	47,157	47,357	47,757
R1 24	48,038	48,538	48,738	49,138	49,338	49,738
S 25+	50,020	50,520	50,720	51,120	51,320	51,720

SALARY GUIDES SCHEDULE A

	4.902319					
96-97 STEP	1.0185 BA	500 B+15	700 B+30	1100 MA	1300 M+15	1700 M+30
A 0	29,776	30,276	30,476	30,876	31,076	31,476
B 1	29,776	30,276	30,476	30,876	31,076	31,476
C 2	29,776	30,276	30,476	30,876	31,076	31,476
D 3	30,603	31,103	31,303	31,703	31,903	32,303
E 4	31,432	31,932	32,132	32,532	32,732	33,132
F 5	32,319	32,819	33,019	33,419	33,619	34,019
G 6	33,266	33,766	33,966	34,366	34,566	34,966
H 7-8	34,420	34,920	35,120	35,520	35,720	36,120
I 9-10	35,692	36,192	36,392	36,792	36,992	37,392
J 11	37,070	37,570	37,770	38,170	38,370	38,770
K 12	38,393	38,893	39,093	39,493	39,693	40,093
L-M 13-18	39,717	40,217	40,417	40,817	41,017	41,417
N 19	41,039	41,539	41,739	42,139	42,339	42,739
O 20	42,365	42,865	43,065	43,465	43,665	44,065
P 21	43,851	44,351	44,551	44,951	45,151	45,551
Q 22	45,725	46,225	46,425	46,825	47,025	47,425
R 23	47,599	48,099	48,299	48,699	48,899	49,299
R1 24	49,485	49,985	50,185	50,585	50,785	51,185
S 25+	51,370	51,870	52,070	52,470	52,670	53,070

SALARY GUIDES SCHEDULE A

97-98 STEP	4.9505888					
	1.01918	500	700	1100	1300	1700
	BA	B+15	B+30	MA	M+15	M+30
A 0	31,190	31,690	31,890	32,290	32,490	32,890
B 1	31,190	31,690	31,890	32,290	32,490	32,890
C 2	31,190	31,690	31,890	32,290	32,490	32,890
D 3	31,190	31,690	31,890	32,290	32,490	32,890
E 4	32,034	32,534	32,734	33,134	33,334	33,734
F 5	32,939	33,439	33,639	34,039	34,239	34,639
G 6	33,904	34,404	34,604	35,004	35,204	35,604
H 7-8	35,080	35,580	35,780	36,180	36,380	36,780
I 9-10	36,377	36,877	37,077	37,477	37,677	38,077
J 11	37,780	38,280	38,480	38,880	39,080	39,480
K 12	39,130	39,630	39,830	40,230	40,430	40,830
L 13	40,479	40,979	41,179	41,579	41,779	42,179
M-N 14-19	41,827	42,327	42,527	42,927	43,127	43,527
O 20	43,178	43,678	43,878	44,278	44,478	44,878
P 21	44,692	45,192	45,392	45,792	45,992	46,392
Q 22	46,602	47,102	47,302	47,702	47,902	48,302
R 23	48,512	49,012	49,212	49,612	49,812	50,212
R1 24	50,434	50,934	51,134	51,534	51,734	52,134
S 25+	52,745	53,245	53,445	53,845	54,045	54,445

In 95-96 all people move one step toward maximum. Step A is made equal to Step B. \$1,200 is placed at maximum. Horizontals remain as is. Seven people on Step J-K (94-95) move to Step M in 95-96 instead of K-L. This costs \$9,093 additional and is included in the 4.85%.

In 96-97 all people move one step. Maximum receives \$1,350. Horizontals remain as is. Steps A, B, and C are the same.

In 97-98 all people move one step. Maximum receives \$1,375. Horizontals remain as is. Steps A, B, C, and D are the same. The actual 16 step guide is on page four. Four people identified as 1/2 step move half way between their step and the next step.

The eleven teachers who are at Step S as of 1994-1995 will receive a \$500 Bonus payment in each of the three years of the contract. Payment will be made at the conclusion of each school year.

TITLE	1995-1996	1996-1997	1997-1998
FOOTBALL			
Head Coach	\$5,255	\$5,413	\$5,575
Asst. Coach	\$3,062	\$3,154	\$3,248
Asst. Coach	\$3,062	\$3,154	\$3,248
Frshmn. Coach	\$2,888	\$2,975	\$3,064
Frshmn. Coach	\$2,888	\$2,975	\$3,064
BASKETBALL - BOYS			
Head Coach	\$4,144	\$4,269	\$4,397
Asst. Coach	\$2,575	\$2,652	\$2,732
Frshmn. Coach	\$2,408	\$2,480	\$2,554
7&8 Coach	\$1,175	\$1,210	\$1,247
WRESTLING			
Head Coach	\$4,109	\$4,232	\$4,359
Asst. Coach	\$2,575	\$2,652	\$2,732
Asst. 7&8 Coach	\$2,575	\$2,652	\$2,732
BASEBALL - BOYS			
Head Coach	\$3,802	\$3,916	\$4,034
Asst. Coach	\$2,326	\$2,396	\$2,468
TRACK - BOYS			
Head Coach	\$3,802	\$3,916	\$4,034
Asst. Coach	\$2,326	\$2,396	\$2,468
TRACK - GIRLS			
Head Coach	\$3,802	\$3,916	\$4,034
Asst. Coach	\$2,326	\$2,396	\$2,468
CROSS COUNTRY			
Head Coach	\$2,390	\$2,462	\$2,535
HOCKEY			
Head Coach	\$3,802	\$3,916	\$4,034
Asst. Coach	\$2,326	\$2,396	\$2,468
7&8 Coach	\$1,165	\$1,200	\$1,236
BASKETBALL - GIRLS			
Head Coach	\$4,144	\$4,269	\$4,397
Asst. Coach	\$2,575	\$2,652	\$2,732
7&8 Coach	\$1,175	\$1,210	\$1,247
CHEERLEADERS			
Basketball	\$1,076	\$1,109	\$1,142
Football	\$1,076	\$1,109	\$1,142

TITLE	1995-1996	1996-1997	1997-1998
SOFTBALL			
Head Coach	\$3,802	\$3,916	\$4,034
Asst. Coach	\$2,326	\$2,396	\$2,468
Frshmn. Coach	\$2,159	\$2,224	\$2,291
SOCCER - BOYS			
Head Coach	\$3,802	\$3,916	\$4,034
Asst. Coach	\$2,326	\$2,396	\$2,468
SOCCER - GIRLS			
Head Coach	\$3,802	\$3,916	\$4,034
Asst. Coach	\$2,326	\$2,396	\$2,468
BAND DIRECTOR			
	\$3,560	\$3,667	\$3,777
CLIPPERETTES			
	\$1,210	\$1,246	\$1,283
WEIGHT TRAINING			
	\$2,987	\$3,076	\$3,169
ADVISORS			
Grade 12	\$1,210	\$1,246	\$1,283
Grade 11	\$1,210	\$1,246	\$1,283
Grade 10	\$1,007	\$1,037	\$1,068
Grade 9	\$1,007	\$1,037	\$1,068
Grade 8	\$1,007	\$1,037	\$1,068
YEARBOOK ADVISOR			
High School	\$2,471	\$2,545	\$2,622
Elementary School	\$1,158	\$1,192	\$1,228
FINANCIAL ADVISOR			
	\$1,059	\$1,090	\$1,123
STUDENT COUNCIL			
High School	\$1,059	\$1,090	\$1,123
Middle School	\$1,059	\$1,090	\$1,123
SAFETY PATROL			
	\$1,059	\$1,090	\$1,123
INTRAMURALS			
High School Boys	\$1,059	\$1,090	\$1,123
High School Girls	\$1,059	\$1,090	\$1,123
Middle School Boys	\$1,059	\$1,090	\$1,123
Middle School Girls	\$1,059	\$1,090	\$1,123
NEWSPAPER			
High School	\$1,210	\$1,246	\$1,283
Middle School	\$1,210	\$1,246	\$1,283

98,237.00

TITLE	1995-1996	1996-1997	1997-1998
MUSICAL			
Producer/Director	\$3,056	\$3,147	\$3,242
Technical Director	\$1,493	\$1,538	\$1,584
Choreographer	\$1,099	\$1,132	\$1,166
Drama/Costms/Makeup	\$1,099	\$1,132	\$1,166
Business Director	\$1,099	\$1,132	\$1,166
Sound/Light Coord.	\$880	\$906	\$933
CLUBS - 13 ALLOWED			
Art Club - Secondary	\$740	\$763	\$786
Art Club - Elementary	\$740	\$763	\$786
Business Club	\$740	\$763	\$786
Drama Club	\$740	\$763	\$786
Key Club	\$740	\$763	\$786
Odyssey of the Mind	\$740	\$763	\$786
SADD	\$740	\$763	\$786
Weightlifting	\$740	\$763	\$786
National Honor Society	\$740	\$763	\$786
Activites Club - Elem.	\$740	\$763	\$786
Karate Club - Elem.	\$740	\$763	\$786
SURE	\$740	\$763	\$786
Future Homemakers	\$740	\$763	\$786
ES CURRIC. CHAIR			
Math	\$787	\$811	\$835
Science	\$787	\$811	\$835
Language Arts	\$787	\$811	\$835
Social Studies	\$787	\$811	\$835
Special Education	\$787	\$811	\$835
Special Areas	\$787	\$811	\$835
SUMMER MUSIC PRG.	\$2,390	\$2,462	\$2,535
SUMMER BAND CAMP	\$1,099	\$1,132	\$1,166
SUPP. VOCAL MUSIC			
High School Chorus	\$1,979	\$2,038	\$2,100
Middle School Chorus	\$1,099	\$1,132	\$1,166
MS MUSICAL	\$1,099	\$1,132	\$1,166
TECHNOLOGY COOR	\$1,097	\$1,130	\$1,164

*Original Board
Office Copy*

AGREEMENT

SEPTEMBER 1, 1995

BETWEEN THE

CLAYTON ADMINISTRATORS ASSOCIATION

AND THE

CLAYTON BOARD OF EDUCATION

FOR SCHOOL YEARS

7/1/95 - 6/30/98

1995-1998

PREAMBLE

This Agreement entered into this first day of September, 1995, by and between the Clayton Administrators Association, herein after called the "Association"; and the Clayton Board of Education hereinafter called the "Board" to be effective as of July 1, 1995, and to continue in effective until June 30, 1998.

Reference to males shall also include females.

ARTICLE I. RECOGNITION:

In accordance with Chapter 123 Public Laws of 1974, the CBE hereby recognizes the CAA as the exclusive representative for collective negotiations concerning terms and conditions of employment for administrative personnel employed in the District as listed in Schedule B, excluding all other employees of the Board of Education.

Note: Schedule A lists the job titles included within the unit.

ARTICLE II. NEGOTIATIONS PROCEDURES:

- A. The Board and the Association shall engage in good faith bargaining in accordance with the schedule established by law.
- B. During negotiations, the Board and Association shall exchange relevant data requested by the other, if available.
- C. Whenever a member of the Association is mutually scheduled by the parties to participate during working hours in negotiations, the member shall suffer no loss of pay and/or benefits.

ARTICLE III. GRIEVANCE PROCEDURE:

- A. Definitions
The term grievance means a complaint or claim by any administrative employee over the interpretations, application, or alleged violation of the negotiated agreements, board policies, and administrative decisions affecting the employee's terms and conditions of employment.
- B. Purpose
The purpose of this procedure is to secure a solution at the lowest possible level to problems which may arise from time to time affecting the terms and conditions of employment of the employees covered by this Agreement.
- C. Procedure.
 - 1. In the presentation of a grievance the employee shall have the right to present his own appeal or to designate a representative to appear with him at any step in his appeal. Employee and/or his

representative processing a grievance shall be assured freedom from constraint, interference, coercion, discrimination or reprisal.

2. Any grievance must be lodged at the proper initiating level within 20 calendar days of the happening of the event or within 20 calendar days after the employee would be reasonably expected to know of its occurrence, otherwise the grievance shall be deemed waived and barred.
3. Failure to respond to a grievance within the time limit specified herein will permit the grievance to be presented at the next level. Failure of the grievant to appeal within the time limit specified herein will be deemed to be an acceptance of the disposition at the preceding level.
4. An employee shall first discuss his grievance orally with his immediate supervisor. If the grievance is not resolved to the employee's satisfaction within seven calendar days, the employee shall submit his grievance to his immediate supervisor in writing specifying:
 - (a) the act or omission complained of.
 - (b) the specified article of the contract alleged to be violated
 - (c) the remedy sought.

The immediately superior shall communicate his decision to the grievant in writing within seven calendar days of receipt of the written grievance.

5. If the grievant's immediate supervisor is not the Superintendent, the grievant no later than seven calendar days after receipt of the immediate superior's decision may appeal his decision to the Superintendent of Schools. The appeal to the Superintendent must be made in writing, reciting the matter submitted to the immediate supervisor and attaching a copy of the immediate supervisor's written decision. The superintendent shall attempt to resolve the matter as quickly as possible but within a period not to exceed fourteen calendar days. The Superintendent shall communicate his decision in writing to the grievant and the immediately supervisor.
6. If the grievance is not resolved by the Superintendent to the grievant's satisfaction, he no later than seven calendar days after receipt of the Superintendent's written decision may request a review by the Board of Education. The request shall be submitted in writing through the Superintendent who shall attach all related

papers and forward the request to the Board of Education. The Board, or a committee thereof, shall review the grievance and shall, at the option of the Board, hold a hearing with the grievant and render a decision in writing within 45 calendar days of receipt of the grievance by the Board.

7. If the aggrieved employee is not satisfied with the decision and disposition of the grievance as determined by the Board, or if no decision has been rendered within 45 calendar days after the grievance was filed with the Board, a grievance over a disciplinary determination may be submitted to binding arbitration and a grievance over an alleged violation of the express written terms of this agreement may be submitted to non-binding arbitration, either of which shall be initiated and conducted under the rules of the American Arbitration Association of PERC as decided by the Board. Alleged statutory violations may be appealed before the appropriate legal forum but shall not be arbitrable under this agreement. In all other grievances, the disposition of the grievance by the Board will be final.
8. The arbiter shall limit himself to the issue submitted to him. He can add nothing to nor subtract anything from the agreement between the parties.
9. The fees and expenses of the arbiter shall be shared equally by the two parties. Any other costs shall be borne by the party incurring them. Where, however, the grievant elects to proceed without the Association's concurrence, the cost shall not be borne or shared by the Association.

ARTICLE IV. INSURANCE PROGRAMS:

A. Health Benefits

The Board of Education will provide health care insurance benefits equal to the Blue Cross and Blue Shield plan provided under the New Jersey State Health Benefits Program. The benefit shall include full family coverage if such coverage is selected. In lieu of the above described "primary" health care insurance, any member may elect disability income under the Washington National Plan. If such election is made the Board of Education will contribute on account of the premium cost an amount up to premium cost to cover a single employee under the "primary" coverage. The coverage year shall be September 1 through August 31 and any member electing the alternative coverage under the Washington National Plan, in lieu of the "primary" coverage, must make the election and notify the Board of his or her election in writing on or before August 31 of each year.

- B. **Prescription Plan**
The Board will provide a full family prescription drug plan \$7.00/\$5.00 Co-Pay the first year and \$10.00/\$5.00 Co-Pay in second and third years.
- C. **Dental Benefits**
The Board will provide each employee with either an individual or family dental program at a maximum cost to the Board of \$16.30 per month (individual) or \$51.52 per month (family). There will be a 5.22% cap on increases to be covered by the Board the second year of the contract and a 5.74% cap on increases the third year of the contract.
- D. A master contract shall be available in the board Office for review by the Administrators.

ARTICLE V. VACATION POLICY:

- 1. Each member of the Association who is a 12-month employee is entitled to 20 days vacation per year, fifteen (15) days of which must be taken during non-class days with the exception of immediate family illness (spouse and children). Five (5) vacation days may be taken during class-scheduled days with the approval of the Superintendent. The Director of Facilities may utilize vacation at any time during the school year with the approval of the Superintendent.
- 2. Vacation is accrued at 1.66 days per month.
- 3. Administrators/Supevisors on a ten-month contract shall work September 1 to June 30, accrue no vacation time, and follow the school calendar when classes are in session. An additional 10 days shall be worked after June 30 and prior to September 30. Salary is inclusive of that additional time.
- 4. The work year for Administrators on a twelve-month contract is defined as 12 months minus vacation time earned and the legal holidays as established in the official school calendar which are as follows:

New Years Day	Martin Luther King Day
Lincoln/Washington Birthday	Memorial Day
Holiday Weekend 2 days	Good Friday
Labor Day	Independence Day
Thanksgiving Day	Christmas Day
Friday After Thanksgiving	Columbus Day if school is closed to staff and students or Float Day
- 5. Each member of the Association may carry up to 10 earned vacation days over to the next school calendar year. Those days must be used prior to

December 31 of that year. In the event they are not used, those days shall be forfeited.

6. A member who dies before his/her contract period is complete shall have payment for his/her unused vacation days earned payable to his/her estate based on the year of the accrual.
7. A member who retires or separates from service to district during the contract year shall receive a cash payment for his/her unused vacation days earned consistent with the members per diem contract salary based on the year of accrual. This clause does not release administrators from requirements of Article V, Section 5 and Section 6. See Art. XI, 5.

ARTICLE VI. SICK LEAVE:

1. **Accumulative.** All full-time ten-month administrative employees shall be entitled to ten days sick leave per year. All full-time twelve-month administrative employees shall be entitled to twelve days sick leave per year. Unused days of sick leave shall be accumulated from year to year.
2. **Retirement.** Any administrative employee retiring after 15 year of service in the district in a supervisor capacity, with a minimum of 25 accumulated unused sick days, shall receive: \$20.00 per day if the total accumulated sick leave is 25 - 49 days; \$30.00 per day if the total accumulated sick leave is 50 - 100 days; \$35.00 per day if the total accumulated days are in excess at 100 days.

ARTICLE VII LEAVE OF ABSENCE:

All full-time administrative employees shall be entitled to the following temporary non-cumulative leaves of absence each year:

1. Applications for leave under this Article must be made at least four (4) days before taking the leave (except in emergencies). The superintendent shall approve up to three (3) days with pay for legal or business matters; marriage or graduation of family members or the employee; or family illness which cannot be attended to other than during school hours. The applicant for such leave shall be required to state the reason for taking such leave consistent with the categories identified above. The definition of family shall include spouse, dependent children, dependent parents or any person standing in loco parentis. Additional leave may be granted at the discretion of the superintendent.
 - (a) Leave under Article VII.1 shall not be taken the day before or the day after a holiday or long weekend without approval of the Superintendent.

2. Unused personal days shall be accumulated as sick days but may only be used for payment purposes as stated in Art. VI
3. Should the Superintendent deem it necessary for additional leaves of absence, said leave under Section XII. A.1 must be requested in advance; and receive Superintendent's approval.
4. Absence due to death in the immediate family shall be allowed with pay up to a maximum of four (4) days. Immediately family means husband, wife, father, mother, child, brother, sister, mother-in-law, father-in-law, paternal/maternal grandparents of staff members and their spouses, or any person standing in loco parentis.

ARTICLE VIII. ADMINISTRATORS RIGHTS AND BENEFITS:

A. RETAINED RIGHTS AND BENEFITS

1. Except as set forth below and as otherwise provided for in this agreement, all previous terms and conditions of employment relating to Administrators' rights and benefits shall be terminated as of the date of this contract.
 - a. Payment of dues for each administrator for membership in any two (1 National, 1 State) of the following professional organizations:
 1. New Jersey Principal and Supervisors Association
 2. National Secondary School Principals Association
 3. National Elementary School Principals Association
 4. Association for School Curriculum Development
 5. National Special Education Association
 - b. Snow Days - attendance shall be at the discretion of the Superintendent.
 - c. For clarification purposes, NJEA or NJPSA Convention may be attended by administrators without utilization of vacation time. In the event of nonattendance, administrators will work in district.

B. MANAGEMENT PREROGATIVES

1. The Board specifically retains all of its legal authority including but not limited to the following: (1) the right to direct the employees of the school district; (2) 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; (3) to relieve employees of duty because of lack of work or other legitimate reasons; (4) to maintain efficiency of the school district operations entrusted to it; (5) to determine the methods, means, and personnel by which operations are to be conducted; (6) to take whatever actions may be necessary to carry out the mission of the school district in situations of emergency.

2. Additional responsibilities and duties not herein specifically described or excluded, but consistent with normal educational practices may be assigned by the Board and/or the Superintendent of Schools, following statutory requirements vis-a-vis chain of command.

C. EVALUATION

1. The Superintendent shall establish supervisor procedures that will guarantee a yearly minimum of three written evaluations for each non-tenured administrative employee and one evaluation each year for tenured administrative employees.
2. Each administrative employee shall sign all copies of each written evaluation, attesting to the fact that the contents of the evaluation are known to him.
3. A conference shall be arranged between the evaluator and the administrative employee as soon as possible after receipt of the written evaluation by the administrative employee in compliance with the N.J.A.C. 6:3-1.21. At such time, the administrative employee is entitled to have his response to the evaluation heard and appended to the evaluation report.
4. Each non-tenured administrative employee shall receive written notice prior to May 30th of each year whether or not the Superintendent intends to recommend a renewal of the contract for the ensuing year.

D. All personnel represented by the Association shall be permitted reasonable perusal of their complete personal file and an opportunity to place written communications in such file in response to material in the file. Such requests shall be presented in writing to the Superintendent a minimum of 72 hours prior to the desired time of perusal. Any written response must be added no later than 72 hours following receipt of said material by the member of 72 hours following formal time of perusal. Said personnel files shall be reviewed only in the office where maintained and shall not be removed from that place.

E. Whenever any administrative employee 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 representation. The Superintendent shall be provided with twenty-four hours written notice as to the name and position of the representative.

F. When any administrative employee is required to appear before the Board or any committee thereof for the purpose of disciplinary action, then he shall be given two days prior written notice of the reasons for such meeting or interview and shall be

entitled to representation. The Board shall be provided with twenty-four hours written notice as to the name and position of this representative.

G. Contracts shall be issued by May 30 of each year.

ARTICLE IX. DEDUCTION OF DUES:

Pursuant to the provisions of Chapter 310 of the Laws of 1967 (R.S. 52:14-14.9e) as amended by Chapter 233 of the laws of 1969, whenever any employee shall indicate in writing to the Board his desire to have deductions made from his compensation for the purpose of paying employee's dues to the Association, said dues shall be deducted as requested by such employee and the monies so deducted shall be transmitted to the Association designated by the employee in such request.

ARTICLE X. SALARY: See Schedule B.

ARTICLE XI WORK YEAR/WORK LOAD

A. Instructional Supervisors

1. The work year for ten (10) month Instructional Supervisors shall be the calendar established for teachers. In addition, Instructional Supervisors shall be required to work an additional ten (10) days beyond the teachers' calendar, four (4) days of which shall be worked within a two-week period prior to the opening of school; four (4) days which shall be worked within a two week period following the close of school; and two (2) days shall be worked during the summer as scheduled by mutual agreement between the Supervisor and the Superintendent.
2. Instructional Supervisors shall be assigned a maximum of four instructional periods per day with one preparation period and one free lunch period per day.
3. The salary listed in Schedule B shall be the total pensionable salary for the position including the additional ten (10) days.

B. Ten-Month Administrators (Elementary Assistant Principal)

1. The work year for Assistant Principals on a ten-month contract shall be the calendar established for teachers. In addition, ten month Assistant Principals shall be required to work an additional ten (10) days beyond the teachers' calendar as scheduled by mutual agreement between the Assistant Principal and the Superintendent. The salary agreed upon includes payment for the ten days.

The salary listed in Schedule B shall be the total pensionable salary for the position including the required additional (10) days.

ARTICLE XII MISCELLANEOUS:

A. GENERAL PROVISIONS

1. This agreement incorporates the entire understanding of the parties on all matters which were or could have been the subject of negotiations. During the term of this agreement, neither party shall be required to negotiate with respect to any such matter whether or not covered by this agreement or whether or not within the knowledge or contemplation of either or both of the parties at the time they negotiated or executed this agreement.
2. This agreement shall be printed and distributed at Board and Association expense and shall not be modified in whole or in part by the parties except by an instrument in writing duly executed by both parties.
3. This agreement shall be effective as of July 1, 1995, and shall continue in effect until June 30, 1998, subject to the Association's right to negotiate over as successor agreement as provided by Chapter 123, Public Law 1974. Should no new contract be negotiated by the termination date of this agreement, this contract shall remain in full force and effect until such time as a new contract is negotiated and signed.
4. In the event that any portion of this agreement shall be deemed to be in violation of the law, the remainder of the agreement shall remain in full force and effect.
5. Administrators planning to retire must notify the Superintendent no later than December 1 of the year preceding the effective date of retirement in order to receive prompt payment for accumulated vacation and sick leave; those who fail to comply with the notification procedure described herein shall be required to wait for said payment until such time as (1) the money is allocated in the next school budget and (2) the budget becomes effective.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be signed by their respective presidents and attested by their respective secretaries.

Date Signed: 9/1/95

CLAYTON ADMINISTRATORS ASSOCIATION

ATTEST: Geraldine Carroll BY: Joseph M. [Signature]
 Secretary President

CLAYTON BOARD OF EDUCATION

ATTEST: Sharon B. Vail BY: [Signature]
 Secretary President

SCHEDULE B

SALARY

1. Each Administrator's salary will increase by the following:

1995-1996	4.85% + 1.5% administrator scale adjustment with top of scale not to be exceeded.
1996-1997	4.9% + 2% administrator scale adjustment with top of scale not to be exceeded.
1997-1998	4.95% + 2.5% administrator scale adjustment with top of scale not to be exceeded.

2. The following are the salary ranges for Administrators:

- a. 1995-1998

PRINCIPALS	\$50,000 - \$77,500
SUPERVISOR OF CURRICULUM K-12	\$50,000 - \$77,500
DIR. OF SPECIAL SERVICES	\$45,000 - \$70,000
ASSISTANT PRINCIPAL 12 MONTH	\$40,000 - \$66,000
ASSISTANT PRINCIPAL 10 MONTH September 1 - June 30	\$40,000 - \$64,000 (10 months + 10 days)
DIRECTOR OF FACILITIES	\$35,000 - \$55,000 (No compensatory time or over-time)
INSTRUCTIONAL SUPERVISORS	\$35,000 - \$55,000 (10 months + 10 days) Teacher contract - Sept.- June.

3. Tuition - The cost of nine (9) graduate credits in administration - related courses per year will be reimbursed to the Administrator upon successful completion of the courses, not to exceed Rutgers - the State University - tuition fee schedule.

	<u>1995-1996</u>			
	BASE	4.85 % INCREASE	1.5 RANGE ADJUSTMENT	FINAL SALARY
G. CARROLL	60,000	2910	900	63810
G. GOLDBERG	65,000	3153	975	69128
J. DUGAN	53,000	2571	795	56366
S. TARASE- VICH	50,000	2425	750	53175
E. CATAL- FANO	52,500	2546	788	55834
J. DINICOLA	"41,835"	2029	627	44491
L. MCGIBO- NEY	"41,835"	2029	627	44491
G. WILSON	-----	-----	-----	49154
J. MITCHELL	"53,261"	1339	-----	55000
				MAXIMUM
J. SHARP	35,870	1740	538.	38148

*asst principal 95
MS/HS
58,000.00*

Lesley McGiboney's and John DiNicola's base salary for computational purposes will be listed as \$41,835 with 95-96 salaries computed from that point. John Mitchell's base salary for 94-95 will be stated as \$53,261 and used for computational purposes.

		<u>1996-1997</u>		
	BASE	4.9% INCREASE	2 RANGE ADJUSTMENT	FINAL SALARY
G. CARROLL	63810	3127	1276	68213 ✓
G. GOLDBERG	69128	3387	1383	73898 ✓
J. DUGAN	56366	2762	1127	60255 ✓
S. TARASE- VICH	53175	2606	1064	56844 ✓
E. CATAL- FANO	55834	2736	1117	59687 ✓
J. DINICOLA	44491	2180	889	47560
L. MCGIBO- NEY	44491	2180	889	47560
G. WILSON	49154	2409	983	52547
J. MITCHELL	55000 58,000 MAXIMUM	<u>2,842.</u>	<u>1,160.</u>	55000 62,002 ✓ MAXIMUM
J. SHARP	38148	1869	763	40780

		<u>1997-1998</u>		
	BASE	4.95 % INCREASE	2.5 RANGE ADJUSTMENT	FINAL SALARY
G. CARROLL	68213	3377	1705.33	73295
G. GOLDBERG	73898	3652	-----	77500 MAXIMUM
J. DUGAN	60255	2983	1506.38	64744
S. TARASE- VICH	56844	2814	1421.1	61079
E. CATAL- FANO	59687	2955	1358	64000 MAXIMUM
J. DINICOLA	47560	2354	1189	51103
L. MCGIBO- NEY	47560	2354	1189	51103
G. WILSON	52547	2453	-----	55000 MAXIMUM
J. MITCHELL	55000 MAXIMUM	-----	-----	55000 MAXIMUM
J. SHARP	40780	2019	1020	43818

These figures are for illustrative purposes and are dependent upon 94-95 salaries listed as base being correct. All salaries will be adjusted if 94-95 base salaries must be corrected.