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PERC

Clayton

AGREEMENT

1975-76

1976-77

1977-78

CEA/Board of Education



This agreement entered into this 9th day of June 1975 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 personal 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 1 Grievance Procedures

A. Definitions

1. The term Staff shall mean all certified professional employees of the Board, and shall include teachers, guidance personnel, librarians and nurses on a contractual basis.
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.

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 receiving complaints through the Superintendent of Schools.

#### Procedure for Processing a Grievance

1. Any staff member who alleges a grievance shall first discuss it with his principal or immediate superior 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 employee within three school days, he shall set forth his complaint in writing to the principal and file a duplicate copy with the Superintendent of Schools. The principal shall communicate his decision to the aggrieved employee and file a duplicate copy with the Superintendent of Schools, in writing within three 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.

#### ARTICLE II NEGOTIATION OF SUCCESSOR AGREEMENT

Negotiations for the successor agreement shall commence no later than October 1, 1975 for schedule "A" only. Remainder of contract shall be in force for 1975-76, 1976-77, and 1977-78. Contract negotiations may be opened during the term of this agreement by mutual consent.

#### ARTICLE III TEACHER RIGHTS

- A. Whenever any teacher 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 teacher is required to appear before the Board or any committee for the purpose of disciplinary action, then he shall be given 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 teacher 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 teacher 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. Teachers 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 IV 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 may be allocated meeting time on orientation day immediately before the lunch break, or at some other time acceptable to the Superintendent.

#### ARTICLE V 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 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 VI 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. 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 VII 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 VIII TEACHERS ASSIGNMENTS

- A. All teachers to be re-employed for forthcoming year shall receive their contracts by April 15. 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 IX 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. Teachers shall be given a written accounting of accumulated sick leave days no later than the opening day of each school year.

#### ARTICLE X 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.
  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 X.A.2 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 3 days may be approved by Superintendent.
4. All deductions shall be based on 1/200 of yearly salary.

#### ARTICLE XI 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 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 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) years, complete school years, after completion of sabbatical leave.

ARTICLE XII 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 303, Laws of 1968, of the State of New Jersey.

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

ATTEST:

S. Louise Joddy  
Secretary

Rosemarie Gerle  
Secretary

BOARD OF EDUCATION OF THE  
SCHOOL DISTRICT OF CLAYTON

By William M. Frame  
President

CLAYTON EDUCATION ASSOCIATION

By Sam J. Daulton  
President

SCHEDULE A

- A. The following schedule shall be in force during the 1975-76 school year.
- B. Salary Schedule
1. For teacher who does not hold a bachelor's degree shall be as provided in Column A.
  2. For teachers who hold a bachelor's degree or its equivalent shall be as provided in Column B.
  3. 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 C.
  4. 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 D.
  5. For teachers who hold a master's degree shall be as provided in Column E.
  6. 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 F.
  7. 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 G.
- 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.

	<u>SCHEDULE A</u>							
	A	B	C	D	E	F	G	Inc
0-	8600.	8900.	9100.	9300.	9600.	9800.	10,000.	
1-	8900.	9200.	9400.	9600.	9900.	10,100.	10,300.	300.
2-	9200.	9500.	9700.	9900.	10,200.	10,400.	10,600.	300.
3-	9525.	9825.	10,025.	10,225.	10,525.	10,725.	10,925.	325.
4-	9850.	10,150.	10,350.	10,550.	10,850.	11,050.	11,250.	325.
5-10,	1,75.	10,475.	10,675.	10,875.	11,175.	11,375.	11,575.	325.
6-10,	525.	10,825.	11,025.	11,225.	11,525.	11,725.	11,925.	350.
7-10,	875.	11,175.	11,375.	11,575.	11,875.	12,075.	12,275.	350.
8-11,	225.	11,525.	11,725.	11,925.	12,225.	12,425.	12,625.	350.
9-11,	575.	11,875.	12,075.	12,275.	12,575.	12,775.	12,975.	350.
10-11,	925.	12,225.	12,425.	12,625.	12,925.	13,125.	13,325.	350.
11-12,	275.	12,575.	12,775.	12,975.	13,275.	13,475.	13,675.	350.
12-12,	625.	12,925.	13,125.	13,325.	13,625.	13,825.	14,025.	350.
13-12,	975.	13,275.	13,475.	13,675.	13,975.	14,175.	14,375.	350.
14-13,	425.	13,625.	13,825.	14,025.	14,325.	14,525.	14,725.	350.
20-13,	625.	13,925.	14,125.	14,325.	14,625.	14,825.	15,025.	300.

SCHEDULE B

The Salary Schedule for Co-Curricular activities for the school year indicated.

<u>Position</u>	<u>1975-76</u>	<u>1976-77</u>	<u>1977-78</u>
Athletic Director	1300.	1350.	1450.
<u>Football</u>			
Head Coach	1200.	1250.	1350.
Ass't Coach	650.	700.	750.
Ass't Coach	650.	700.	750.
Freshman Coach	575.	625.	675.
Freshman Coach	575.	625.	675.
<u>Basketball - Boys</u>			
Head Coach	950.	1000.	1050.
Ass't Coach	525.	575.	625.
Freshman Coach	500.	550.	600.
<u>Wrestling</u>			
Head Coach	900.	950.	1000.
Ass't Coach	525.	575.	625.
<u>Baseball</u>			
Head Coach	875.	925.	975.
Ass't Coach	500.	550.	600.
<u>Track</u>			
Head Coach	775.	825.	875.
Ass't Coach	475.	525.	575.
<u>Cross Country</u>			
Head Coach	450.	500.	550.
<u>Hockey</u>			
Head Coach	675.	725.	775.
Ass't Coach	400.	450.	500.
<u>Basketball - Girls</u>			
Head Coach	700.	750.	800.
Ass't Coach	450.	500.	550.
<u>Cheerleaders</u>			
Head Advisor	400.	450.	500.
Band Director	800.	850.	900.
Clipperettes	200.	225.	250.
Weight Training	700.	750.	800.

<u>Position</u>	<u>1975-76</u>	<u>1976-77</u>	<u>1977-78</u>
<u>Advisors</u>			
Grade 12	200.	225.	250.
Grade 11	200.	225.	250.
Grade 10	150.	175.	200.
Grade 9	150.	175.	200.
Yearbook	425-575.	450-600.	475-625.
Financial	200.	225.	250.
Dramatics (2 plays)	475.	525.	550.
Student Council	175.	200.	225.
Dir. of Student ACT.	425.	450.	475.
Safety Patrol	200.	225.	250.
<u>Intramural Sports</u>			
High School	225.	250.	250.
High School	225.	250.	250.
Middle School	225.	250.	250.
Middle School	225.	250.	250.
Newspapers	225.	250.	275.

Clubs

Twelve Clubs - Minimum of 10 students - Meet 20 times per year.  
Clubs to be determined by Board approval. Minimum meeting - 20 hours.

12@	125.	125.	150.
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CURRICULUM CHAIRMAN

Seventy-five dollars (\$75.00) for curriculum chairman plus \$5.50 per teaching assignment for curriculum area members exclusive of chairman as indicated.

## Curriculum Chairman

Secondary	75. & 5.50	75. & 6.00	75. & 6.50
Elementary (4)	125.	125.	150.

Curriculum Chairman shall meet with the principal once a month at the close of the school day.

Summer Music Program	525.	575.	625.
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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.

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