

AGREEMENT

BETWEEN

THE CLAYTON EDUCATION ASSOCIATION

AND

THE CLAYTON BOARD OF EDUCATION

EFFECTIVE

JULY 1, 2004 THROUGH JUNE 30, 2007

## **TABLE OF CONTENTS**

Article I	Recognition Clause
Article II	Grievance Procedure
Article III	Negotiation of Successor Agreement
Article IV	Board Rights Clause
Article V	Rights of Employees to Representation
Article VI	Staff Rights
Article VII	Association Rights and Privileges
Article VIII	Teaching Hours and Teaching Load
Article IX	Non-Teaching Duties
Article X	Teachers Facilities
Article XI	Staff Salary Guide
Article XII	Teacher Assignments
Article XIII	Sick Leave
Article XIV	Temporary Leaves of Absence
Article XV	No Strike Clause
Article XVI	Sabbatical Leave
Article XVII	Representation Fee
Article XVIII	Entire Agreement
Article XIX	Duration of Agreement
Schedule A	
Schedule B	

This agreement entered into this 1<sup>st</sup> day of July, 2004, 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 II – 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, nurses, speech correctionists, learning disabilities specialists, school psychologists, occupational therapists, and technology coordinators.
2. A grievance is a claim by a staff member or the Association based upon the interpretation application or violation of this agreement, policies or administrative decisions affecting terms and conditions of employment.

B. The purpose of this procedure is to resolve differences concerning rights of parties regarding terms and conditions of employment. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.

##### C. Procedure for Processing a Grievance

1. The number of days indicated at each level should be considered a maximum and every effort should be made to expedite the process. All time limits must be adhered to unless a modification or extension to by the Association and the Board. If the Board or administration does not adhere to such time limits, the aggrieved may initiate action to the next step of this procedure. If the aggrieved or the Association fails to adhere to such time limits, the grievance shall be considered withdrawn. A grievance to be considered under this procedure must be initiated by the aggrieved or the association within thirty (30) consecutive days of its alleged occurrence or from the time when the aggrieved or Association could reasonably have known of its occurrence.
2. In the event a grievance is filed at such time that it cannot be processed through all the steps in this grievance procedure by the end of the school year and, if left unresolved until the beginning of the following school year, will result in irreparable harm to a party in interest, the time limits set forth herein may be reduced by mutual agreement so that the grievance procedure may be exhausted prior to the end of the school year or as soon thereafter as is practicable.

3. LEVEL ONE

A staff member with a complaint may file a grievance in writing with his/her principal or immediate supervisor either directly or through the Association's designated representative. The principal or immediate supervisor will meet with the staff member and/or the Association's designated representative with the objective of resolving the matter. After hearing the complaint of the staff member, the principal or immediate supervisor will respond in writing to the individual or the Association's designated representative, the Board President, the Association President and the Superintendent or his/her designee.

4. LEVEL TWO

If the staff member is not satisfied with the disposition of his/her grievance at Level 1, or if no decision has been rendered within ten (10) school days after the grievance was delivered to the Principal or immediate supervisor, the staff member may, within ten (10) school days after a decision by the Principal or immediate supervisor, or twenty (20) school days after the grievance was presented to the Principal or immediate supervisor, whichever is less, file the grievance in writing with the Superintendent or his/her designee, copy sent to the Board President, stating (a) nature of the grievance, including what contract provision or policy is being grieved, (b) results of previous discussion, (c) basis of dissatisfaction with the decision, and (d) remedies sought. After hearing the complaint of the staff member, the Superintendent will respond in writing to the individual or the Association's designated representative, the Board President, and the Association President.

5. LEVEL THREE

If the staff member is not satisfied with the disposition of his/her grievance at Level Two, or if no decision has been rendered within ten (10) school days after the grievance was delivered to the Superintendent or his/her designee, the staff member may, within ten (10) school days after a decision by the Superintendent or his/her designee, or twenty (20) school days after the grievance was delivered to the Superintendent or his/her designee, whichever is less, submit in writing to the Board President a request for a hearing before the Board.

At the option of the Board, such hearing shall be held before the full Board or a designated committee of the Board. Such hearing shall be held within twenty-five (25) school days of the request for a hearing. The staff member may submit written materials to the Board or the designated committee of the Board in support of his/her position at the time of his/her request for a hearing. The staff member shall serve any such written materials on all parties in interest.

The Board shall make a determination and notify the staff member in writing within ten (10) school days of the conclusion of the hearing.

6. LEVEL FOUR

- a. If the Association is not satisfied with the disposition of the grievance alleging a violation of a term or condition of employment at Level Three, the Association may within ten (10) school days after receiving written notification of the decision by the Board or the Board Committee, as the case may be, or forty-five (45) school days after the request for the hearing, notify the Board that the grievance is being submitted to arbitration.
- b. Within ten (10) school days after such written notice of submission to arbitration, the Board and the Association shall attempt to agree upon a mutually acceptable arbitrator and shall obtain a commitment from said arbitrator to serve. If the parties are unable to agree upon an arbitrator or to obtain such a commitment within the specified period, a request for a list of arbitrators may be made to the American Arbitration Association or the PERC by either party. The parties shall then be bound by the rules and procedure of the American Arbitration Association or PERC in the selection of an arbitrator. The arbitrator shall limit him/herself to issues submitted to him/her and shall consider nothing else. She/he can add nothing to nor subtract anything from this agreement.
- c. The arbitrator so selected shall confer with the representatives of the Board and the Association and hold hearings promptly and shall issue his/her decision not later than twenty (20) school days from the date of the close of the hearings or, if oral hearings have been waived, then from the date of final statements and proofs on the issues are submitted to him/her. The arbitrator's decision shall be in writing and shall set forth his/her findings of fact, reasoning and conclusions on the issues submitted. The arbitrator shall be without power or authority to make any decision, which requires the commission of an act prohibited by law or which is clearly violative of the terms of this Agreement. The decision of the arbitrator shall be submitted to the Board and the Association and shall be final and binding on both 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 and the Board up to two incidents per year. Any other expenses incurred shall be paid by the party incurring same.

- e. Arbitration is to be scheduled after school hours.

### ARTICLE III – NEGOTIATION OF SUCCESSOR AGREEMENT

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 2004-2005, 2005-2006, and 2006-2007.

### ARTICLE IV – BOARD RIGHTS CLAUSE

The Board reserves the right 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 – RIGHTS OF EMPLOYEES TO REPRESENTATION

- A. Whenever any staff member is required to appear before an administrator 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 1 representative of his or her choosing present to advise him or her and represent him or her during such meeting or interview. The administrator shall be provided written notice as to the name and position of this representative except in cases of emergency within (24) hours.
- B. When any staff member is required to appear before the Board or any committee thereof for the purpose of disciplinary action, he or she shall be given 2 weekdays (Monday – Friday) prior written notice of the reasons for such meeting or interview and shall be entitled to 1 representative of his or her choosing present to advise him or her and represent him or her during such meeting or interview. The Board shall be provided with 24 hours written notice as to the name and position of this representative except in cases of emergency. The outcome of the decision must be in accordance with the CEA contract.
- C. If, in the judgment of the Association, a grievance affects a group or class of employees, the Association may submit such grievance in writing to the Superintendent directly and the processing of such grievance shall be commenced at Level Two. The Association may process such a grievance through all levels of the grievance procedure even though the aggrieved person does not wish to do so.

- D. All meetings and hearings under this procedure shall not be conducted in public and shall include only the interested parties and their designated or selected representatives, previously referred to in this ARTICLE.

#### ARTICLE VI- STAFF RIGHTS

- A. Negative criticism of a staff member by a supervisor, administrator, or Board Member, shall not be made in the presence of students, parents, other teachers, or at other public gatherings unless public comment or discussion is requested by the staff member or unless it is part of a court proceeding.
- B. No criticism, or complaint of a staff member by a parent, student, or other person can be used for evaluation purposes without the staff member's knowledge and without being given an opportunity to rebut or explain it.
- 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 5 days prior to the issuing of the pay check containing the deduction.
- E. 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.
- F. Staff members may leave the building five minutes after students are dismissed on the day of "Back to School Night."
- G. Assault Upon an Employee
  - 1. An employee shall immediately report any case of assault or battery upon his/her person arising out of, or in connection with, his/her employment duties. Such matters shall be immediately reported to the Principal or immediate supervisor.
  - 2. When absence arises out of or from such assault or injury, the employee may be entitled to Worker's Compensation.
- H. No employee will be disciplined, reprimanded, reduced in rank or compensation without just cause.

#### ARTICLE VII – ASSOCIATION RIGHTS AND PRIVILEGES

- A. The Association may use school facilities and equipment including computers, copying machines, and 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 business only. All supplies used will be provided and paid for by the Association.
- B. Profits from vending machines in the staff dining room belong to the Association. 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 the administration for in-service programs by June 1. Every effort shall be made by the administration to schedule at least one (1) Association suggestion for the coming school year.
- E. The Superintendent shall be empowered by the Board to approve reasonable release time for members of the Association Executive Committee to engage in Association business which could not otherwise be completed outside of normal school hours.

#### ARTICLE VIII – TEACHING HOURS AND TEACHING LOAD

- A. A teacher's workday at all schools shall not exceed 7 hours and 10 minutes.. Professional meeting days will not exceed 15 minutes before or after the regular school day. Said meetings cannot be called more than 4 times per month per person. Forty-eight hours prior notice shall be given.)
  - 1. On Fridays and days preceding holidays, staff may leave 5 minutes after student dismissal.
  - 2. All staff members shall receive one (1) duty-free lunch period during regularly scheduled lunch periods.
  - 3. All teachers shall receive five (5) scheduled preparation periods per week for instructional preparation except in cases of class coverage or emergencies. If teachers are assigned class coverage, they shall be paid at the rate of \$20.00 for each coverage. Such payment shall be cumulative and be paid in December and June of each school year.
  - 4. Non-classroom teaching staff members will be given preparation time on days when they teach. On non-teaching days they will be granted two breaks equivalent to a prep period.
  - 5. Every effort will be made to provide common planning time for those in class support and regular classroom teachers who work together.
  - 6. Teachers will be given three (3) school days after the end of each marking period to finalize Power Grade entries.
- B. The work year for all schools will not exceed 185 days. Said days shall be inclusive of the NJEA convention. In-service days may not be prior to Labor Day or after the last student class day.
- C. Teachers new to the District will be available for an additional 30 hours beyond the regular school year for the purpose of mentoring.
- D. Teachers new to the District shall be provided with a complete orientation packet which shall include a copy of the contract, benefits packet, and information on Board-approved savings plans. This information shall be provided at the time of signing the contract.
- E. The Superintendent or Administrators with the approval of the Superintendent may require (1) meeting per month of one hour duration at the close of the school day.
- F. For each one hour in-service presentation in district, or requested by the district, the teaching staff member will be reimbursed for two hours at the professional rate of pay.

- G. Every effort will be made to provide release time for teachers completing IEP's, writing curriculum, budget development, Basic Skills folders, scoring SRA and DRA exams.
- H. 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 \$30.00 per hour for year one; \$32.00 per hour for year two; and \$34.00 per hour for year three of the contract. Payment rate for non-staff personnel shall be at \$22.00 per hour. The staff will have right of first refusal. The approved amount in the grant will supercede the listed hourly rates. A no-show on the part of the student shall diminish the compensation to a 1 hour payment. This clause does not supercede payment for already contracted services such as, but not limited to, co-curricular activities.
- I. Staff who participate in non-instructional activities outside school hours (including but not limited to crowd control, announcing, ticket selling, scoreboard operation, timing, and field event assistance) shall be compensated \$45.00 per event or the advertised rate whichever is greater.
- J. Teachers who are required to grade summer assignments will be compensated at the hourly rate not to exceed 10 hours each.
- K. A stipend will be provided for additional academic preparations beyond 3 different subjects per semester. Subjects are defined as offered academic courses exclusive of physical education, art, music, shops, or other such "specials." Stipends shall be as follows: \$1150 for 4<sup>th</sup> preparation; \$1150 additional for 5<sup>th</sup> preparation; etc.
- L. A half-time teacher's schedule will not exceed 3 hours and 35 minutes. This time shall be consecutive.
- M. Half-time teachers shall be compensated for attendance at meetings, conferences, and workshops that occur outside their assigned teaching hours at a rate of \$25.00 per hour. Attendance at said meetings, et al, shall be optional if outside of assigned work period.
- N. Teachers may be assigned up to 6 periods per day as needed. Those teachers may be assigned one (1) duty period.
- O. In the event of implementation of block scheduling, or any alternative plan that includes a block, the Board agrees to negotiate the terms and conditions of employment prior to implementation.
- P. The Board agrees to renegotiate the terms and conditions of employment of the ITV program.
- Q. Non-instructional weekend and summer educational employment, requested and approved by the administration, shall be compensated at the rate of \$20.00 per hour for year one; \$22.00 per hour for year two; and \$24.00 per hour for year three of the contract.
- R. Additional days worked beyond the 185 day contract, at the request of the administration, shall be paid at a per diem rate.

## ARTICLE IX – NON-TEACHING DUTIES

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 X - TEACHER FACILITIES

The Board and the Association agree that adequate facilities and materials shall be provided. A joint committee of the Board and the Association shall develop Policy to dictate such conditions.

## ARTICLE XI - 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 make 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 make a part hereof.

## ARTICLE XII – TEACHERS’ ASSIGNMENTS

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 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 all school buildings and e-mailed to staff no later than 15 days after contracts are returned. The administration shall notify staff members of vacancies by posting such vacancies for 3 days while school is in session on the bulletin board in the faculty room and by e-mailing staff 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 position, Co-Curricular positions, homebound instruction, tutoring positions, and any other positions covered by this Agreement.

## ARTICLE XIII – SICK LEAVE

- A. The term “sick leave” is hereby defined to mean the absence from his or her post of duty of any member because of personal disability due to illness or injury or because he or she has been excluded from school by the 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 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 TPAF in order to receive immediate benefits as opposed to “deferred” benefits and has 15 continuous years of teaching service in the 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 the 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 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 \$15,000: 15+ years in Clayton - one (1) day’s pay for every four (4) accumulated days
  - 5. If a teacher who has notified the Board of his or her intent to retire in accordance with the provisions set forth herein subsequently dies prior to the effective date of his or her retirement, payment entitled under this Article shall be paid to his or her estate.

#### ARTICLE XIV – 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 4 days before taking the leave (except in emergencies). The Superintendent shall approve up to three (3) days personal time with pay. These days may be taken without a reason. Additional leave may be granted at the discretion of the Superintendent. Leave 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 added to the accumulated sick days.
  - 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 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 5 days. Immediate family means husband, wife, father, mother, child, brother, sister, mother-in-law, father-in-law, and paternal/maternal grandparents of staff members and their spouses or any person standing in loco parentis. Leave beyond five (5) days may be approved by the Superintendent.
  - 5. All deductions shall be based on 1/185 of yearly salary.

#### ARTICLE XV – 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 XVI – 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 regularly 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 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. No more than one sabbatical leave will be granted every two years district wide.
  - 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 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 a sabbatical leave, a teacher shall be placed on the salary schedule at the level at which he or she would have achieved if he or she remained actively employed in the system during the period of the sabbatical leave.
  - 5. All monies or equal portions thereof, including the cost of medical benefits, pension contribution, and tuition reimbursement paid to a person on sabbatical leave shall be returned to the Board of Education within 60 days if the person granted the sabbatical leave fails to remain in the employ of the Clayton Board of Education for a period of 2 complete school years after the completion of the sabbatical leave, except in case of physical and or mental incapacitation.

## ARTICLE XVII – 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

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 2 below, the full amount of 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 NJAC 19:17-3.3(a)(1). The deduction will begin with the first paycheck paid:

- a. 10 days after receipt of the aforesaid list by the Board
- b. 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 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 10 days after the Board received said notice. Deductions shall be made February 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 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 XVIII – 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 19A:1 et seq. and all applicable decisions.

#### ARTICLE XIX – DURATION OF AGREEMENT

The language in the Agreement shall be effective July 1, 2004, and shall continue in effect through June 30, 2007.

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.

## SCHEDULE A

- A. Schedule A shall be in force during the 2004-2005, 2005-2006, and 2006-2007 school years.
- B. Salary Schedule
1. For teachers who hold a Bachelor's Degree or its equivalent, the salary shall be as provided in the Salary Guide attached to and a part of this Agreement.
  2. For teachers who hold a Bachelor's Degree and have earned 15 credits in an approved Master's Degree program into which the teacher has been accepted, the salary shall be as provided in the 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 the Salary Guide.
  4. For teachers who have earned a Master's Degree, the salary shall be as provided in the Salary Guide.
  5. For teachers who hold a Master's Degree and have earned 15 credits after receipt of that degree in accordance with Paragraph C, the salary shall be as provided in the Salary Guide.
  6. For teachers who hold a Master's Degree and have earned 30 credits after receipt of that degree, salary shall be as provided in the Salary Guide.
  7. For teachers who hold a Doctorate Degree, the salary shall be as provided under B.6 above (Master's Degree and 30 credits) plus \$1,000 per year.
- C. Full time teachers shall receive full tuition and fee reimbursement for up to 6 credits, certified part time teachers shall receive a proportionate share for up to 6 credits in the field of education at a cost not to exceed Rutgers Graduate School tuition schedule. Prior approval of the Superintendent is required. Upon completion of the course, tuition reimbursement shall be paid within 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. A teacher may elect to take up to nine (9) hours of graduate study in the field of education or their assignment prior to matriculation into a Master's Program. Any teacher who leaves the district in less than two (2) years from the completion of coursework, will reimburse the Board of Education no more than one (1) year's tuition cost.

A teacher who terminates employment in less than two (2) years from completion of the coursework due to non-renewal, mutual agreement on voluntary termination, or medical disability shall not be required to reimburse the tuition cost.

- D. Teachers hired under the Alternate Route Provision must reimburse the Board of Education for all expenses incurred as a result of extra supervision if said teacher fails to remain in the employ of the Clayton Public School District for a period of one (1) full school year after the completion of their Alternate Route Certification.
- E. The Board of Education will provide primary health care insurance benefits to eligible employees equal to the Amerihealth Personal Choice as reflected within the attached benefits chart. The benefits shall include full family coverage if such coverage is applicable and selected.
  - 1. Any staff member may choose a premium plan above the standard offering and pay the difference in premiums.
  - 2. Any staff member already covered by a health care insurance plan (approved by the Association and the District as acceptable) shall be offered the following in lieu of District-provided coverage:
    - Family \$2500
    - Husband/Wife \$2000
    - Parent/Child and/or children \$1500
    - Single \$1000
  - a. Payments as identified above shall be made in December and June.
  - b. In the event of lost coverage, the Board shall pay COBRA costs until coverage can be resumed. (COBRA costs may not exceed the premium cost of coverage offered by the Board.)
- F. The Board will provide a full family prescription drug plan as follows:  
\$20/\$10/ 1x Mod co-pay for each year of the contract.
- G. The Board will provide each employee with either an individual or family dental program at a maximum cost to the Board of \$27.00 per month (individual), \$46.00 per month (coverage for two), or \$78.00 per month (family). There will be a 6% cap on increases to be covered by the Board. The policy deductible shall be increased to reduce premiums, whichever is most economically beneficial to the members of the Association.
  - 1. There is a \$40 deductible per patient per calendar year which is not applicable to Preventive and Diagnostic Services. The Family maximum aggregate deductible will be \$120.
  - 2. The maximum amount payable for the dental services provided an eligible patient in any calendar year is \$1000.
  - 3. There will be a full-family orthodontic program provided on a 50/50 cost basis with the Board and the employees.

- H. Non-tenured full time staff members shall be eligible for single coverage health insurance, dental insurance, and prescription drug plan. This shall apply to all teachers hired beginning in the 1998-1999 school year. Full coverage will be granted upon receipt of tenure.
- I. New staff members may elect to pay the difference between single and family coverage.
- J. The Board will provide for catastrophic illness coverage. If such coverage is selected, the full cost shall be borne by the person making such a selection.
- K. Staff members may expend seventy-five dollars (\$75) per year for incidental supplies payable within 30 days after presentation of written receipts. The Teacher of the Year at each school may spend three hundred dollars (\$300). Such supplies or educational materials shall become the property of the Clayton Public School District.
- L. The salary guide increase shall be 5.2% in year one; 5.2% in year two; and 5.2% in year three of the contract. The Association and the Board will mutually agree upon the guide. The guides will not exceed the mutually agreed upon settlement.
- M. Everyone will move one step per year for each year of the contract.
- N. No new steps will be added.
- O. Automatic payroll deductions will be deposited to financial institutions on the day paychecks are scheduled to be issued.
- P. Distribution of all monies is the responsibility of the Association and the Board.

#### SCHEDULE B

- A. Schedule B payments shall increase by 4% of total each year of the contract.
- B. The Board retains the right to determine assignments to all Co-Curricular positions.

**CLAYTON BOARD OF EDUCATION (MODERATE)**  
**CEA Proposal 7-13**  
**Personal Choice**  
**\$10/\$20/70**

		<b>In Network</b>	<b>Out of Network</b>
<b>Deductible</b>	Individual/Family	\$0	\$300/\$600
<b>Out-of-Pocket Maximum</b>	Individual/Family	N/A	\$2,000/\$4,000
<b>Lifetime Maximum</b>		Unlimited	1 Million
<b>Coinsurance</b>		100%	70%
<b>PCP Office Visit</b>		\$10	70%
<b>Specialist Office Visit</b>		\$20	70%
<b>Maternity Care</b>	First OB Visit	\$10	70%
	Hospital	100%	70%
<b>Pediatric Immunizations</b>		100%	70%
<b>Routine Gym Exam/Pap</b>		100%	70%
<b>Routine Mammography</b>		100%	70%
<b>Inpatient Hospital</b>		100%	70%
<b>Inpatient Hospital Days</b>		365	70
<b>ER Copayment</b>		\$40	\$40
<b>OP Laboratory</b>		100%	70%
<b>OP Radiology</b>		\$20	70%
<b>OP Surgery</b>		100%	70%
<b>Restorative Services</b>		\$20	70%
<b>Physical, Speech, and Occupational Therapy</b>		\$15 (1-30); \$25 (31-on)	70%
<b>Cardiac Rehabilitation</b>		\$20 18 visits/year	70% 18 visits/year
<b>Pulmonary Rehabilitation</b>		\$20 12 visits/year	70%
<b>Respiratory Therapy</b>		\$20	70%
<b>Chemo/Radiation</b>		100%	70%
<b>OP Private Duty Nurse</b>		100% 360 hours/year	70%
<b>Skilled Nursing Facility</b>		100% 90 days/year	70%
<b>DME and Prosthetics</b>		\$20	70%
<b>IP Psychiatric Days</b>		100% 30/year	70% 20/year
<b>OP Psychiatric Visits</b>		\$20 30/year	50% 20/year
<b>IP Serious Mental Illness</b>		100%	70%
<b>OP Serious Mental Illness</b>		\$20	70%
<b>Drug Abuse – Detox</b>			
7 days/adm; 4/adm/life		100%	70%
<b>Drug Abuse – Rehab</b>			
30 days/year; 90 days/life		100%	70%
<b>Drug Abuse – OP/Partial</b>			
30 days/yr; 120 days/life		100%	70%

**YEAR 1  
2004-2005**

<b>Salary Guide Step</b>	<b>BA</b>	<b>810 BA+15</b>	<b>1,210 BA+30</b>	<b>2,010 MA</b>	<b>2,510 MA+15</b>	<b>3,510 MA+30</b>		
1	35,695	36,505	36,905	37,705	38,205	39,205	1.024	
2	36,195	37,005	37,405	38,205	38,705	39,705	max	1,800
3	36,695	37,505	37,905	38,705	39,205	40,205		5.200%
4	37,195	38,005	38,405	39,205	39,705	40,705		
5	37,695	38,505	38,905	39,705	40,205	41,205		
6	38,441	39,251	39,651	40,451	40,951	41,951		
7	39,904	40,714	41,114	41,914	42,414	43,414		
8	41,369	42,179	42,579	43,379	43,879	44,879		
9	42,841	43,651	44,051	44,851	45,351	46,351		
10	44,317	45,127	45,527	46,327	46,827	47,827		
11	45,794	46,604	47,004	47,804	48,304	49,304		
12	47,582	48,392	48,792	49,592	50,092	51,092		
13	50,148	50,958	51,358	52,158	52,658	53,658		
14	52,245	53,055	53,455	54,255	58,755	59,755		
15	56,245	57,055	57,445	58,255	58,755	59,755		
16	61,805	62,615	63,015	63,815	64,315	65,315		

**YEAR 2  
2005-2006**

<b>Salary Guide Step</b>	<b>BA</b>	<b>820 BA+15</b>	<b>1,220 BA+30</b>	<b>2,020 MA</b>	<b>2,520 MA+15</b>	<b>3,520 MA+30</b>		
1	37,234	38,054	38,454	39,254	39,754	40,754	1,02181	
2	37,734	38,554	38,954	39,754	40,254	41,254	max	1,900
3	38,234	39,054	39,454	40,254	40,754	41,754		5.20%
4	38,734	39,554	39,954	40,754	41,254	42,254		
5	39,234	40,054	40,454	41,254	41,754	42,754		
6	39,809	40,629	41,029	41,829	42,329	43,329		
7	40,774	41,594	41,994	42,794	43,294	44,294		
8	42,272	43,092	43,492	44,292	44,792	45,792		
9	43,776	44,596	44,996	45,796	46,296	47,296		
10	45,284	46,104	46,504	47,304	47,804	48,804		
11	46,793	47,613	48,013	48,813	49,313	50,313		
12	48,620	49,440	49,840	50,640	51,140	52,140		
13	50,705	51,525	51,925	52,725	53,225	54,225		
14	53,205	54,025	54,425	55,225	55,725	56,725		
15	57,205	58,025	58,425	59,225	59,725	60,725		
16	63,705	64,525	64,925	65,725	66,225	67,225		

**YEAR 3  
2006-2007**

<b>Salary Guide Step</b>	<b>BA</b>	<b>830 BA+15</b>	<b>1,230 BA+30</b>	<b>2,030 MA</b>	<b>2,530 MA+15</b>	<b>3,550 MA+30</b>		
1	38,772	39,602	40,002	40,802	41,302	42,322	1.0200	
2	39,272	40,102	40,502	41,302	41,802	42,822	max	2,000
3	39,772	40,602	41,002	41,802	42,302	43,322		
4	40,272	41,102	41,502	42,302	42,802	43,822		
5	40,772	41,602	42,002	42,802	43,302	44,322		
6	41,272	42,102	42,502	43,302	43,802	44,822		
7	41,772	42,602	43,002	43,802	44,302	45,322		
8	43,117	43,947	44,347	45,147	45,647	46,667		
9	44,651	45,481	45,881	46,681	47,181	48,201		
10	46,189	47,019	47,419	48,219	48,719	49,739		
11	47,729	48,559	48,959	49,759	50,259	51,279		
12	49,592	50,422	50,822	51,622	52,122	53,142		
13	51,719	52,549	52,949	53,749	54,249	55,269		
14	55,205	56,035	56,435	57,235	57,735	58,755		
15	60,105	60,935	61,335	62,135	62,635	63,655		
16	65,705	66,535	66,935	67,735	68,235	69,255		

<b>SCHEDULE B</b>	<b><u>2004-2005</u></b>	<b><u>2005-2006</u></b>	<b><u>2006-2007</u></b>
Football			
Head Coach	6,069	6,159	6,256
Assistant Coach	3,742	3,832	3,929
Assistant Coach	3,742	3,832	3,929
Assistant Coach	3,742	3,832	3,929
Freshman Coach	3,558	3,648	3,745
Basketball Boys			
Head Coach	4,891	4,981	5,078
Assistant Coach	3,226	3,316	3,413
Freshman Coach	3,048	3,138	3,235
7&8 Grade Coach	1,741	1,831	1,928
Wrestling			
Head Coach	4,891	4,981	5,078
Assistant Coach	3,226	3,316	3,413
7&8 Grade Coach	1,741	1,831	1,928
Baseball Boys			
Head Coach	4,528	4,618	4,715
Assistant Coach	2,962	3,052	3,149
Track Boys			
Head Coach	4,528	4,618	4,715
Assistant Coach	2,962	3,052	3,149
Indoor Track			
Head Coach	3,029	3,119	3,216
Track (MS)			
Head Coach	1,741	1,831	1,928
Track Girls			
Head Coach	4,528	4,618	4,715
Assistant Coach	2,962	3,052	3,149
Cross Country			
Head Coach	3,029	3,119	3,216
Field Hockey			
Head Coach	4,528	4,618	4,715
Assistant Coach	2,962	3,052	3,149
7&8 Grade Coach	1,741	1,831	1,928

	<u>2004-2005</u>	<u>2005-2006</u>	<u>2006-2007</u>
Basketball Girls			
Head Coach	4,891	4,981	5,078
Assistant Coach	3,226	3,316	3,413
7&8 Grade Coach	1,741	1,831	1,928
Cheerleading			
Basketball	3,029	3,119	3,216
Football	3,029	3,119	3,216
Softball			
Head Coach	4,528	4,618	4,715
Assistant Coach	2,962	3,052	3,149
Freshman Coach	2,785	2,875	2,972
Soccer – Boys			
Head Coach	4,528	4,618	4,715
Assistant Coach	2,962	3,052	3,149
Soccer – Girls			
Head Coach	4,528	4,618	4,715
Assistant Coach	2,962	3,052	3,149
Golf – High School			
Head Coach	2,729	2,819	2,916
Band Director	4,271	4,361	4,458
Clipperettes	1,777	1,867	1,964
Weight Training	3,663	3,753	3,850
Class Advisors			
Grade 12	1,777	1,867	1,964
Grade 11	1,777	1,867	1,964
Grade 10	1,777	1,867	1,964
Grade 9	1,777	1,867	1,964
Grade 8	1,777	1,867	1,964
Yearbook Advisor			
High School Financial Advisor	3,116	3,206	3,303
Middle/High School Publications Advisor	1,617	1,707	1,804
Elementary School	1,722	1,812	1,909

	<u>2004-2005</u>	<u>2005-2006</u>	<u>2006-2007</u>
Student Council Advisor			
High School	1,617	2,057	2,154
Middle School	1,617	1,707	1,804
Safety Patrol Advisor	1,617	1,707	1,804
Intramurals			
Soccer – Middle School	1,617	1,707	1,804
Girls – High School	1,617	1,707	1,804
Bowling or Volley Ball	1,617	1,707	1,804
Public Relations Advisor			
Head Advisor	1,617	1,707	1,804
Web Site Advisor/Web Master			
Head Advisor	1,617	1,707	1,804
Newspaper			
High School	1,777	1,867	1,964
Middle School	1,777	1,867	1,964
Musical			
Producer/Director	3,736	3,826	3,923
Technical Director	2,078	2,168	2,265
Choreographer	1,660	1,750	1,847
Drama/Costumes/Makeup	1,660	1,750	1,847
Business Director	1,660	1,750	1,847
Sound/Light Coordinator	1,427	1,517	1,614
Clubs (13 Allowed)			
Art Club – High School	1,280	1,370	1,467
Art Club – Elementary School	1,280	1,370	1,467
Business Club	1,160	1,250	1,347
Drama Club	1,160	1,250	1,347
Key Club	1,160	1,250	1,347
Odyssey of the Mind Club	1,160	1,250	1,347
SADD	1,160	1,250	1,347
Weightlifting	1,160	1,250	1,347
National Honor Society	1,160	1,250	1,347
Technology Club	1,160	1,250	1,347
Karate Club – Elementary School	1,160	1,250	1,347
SURE	1,160	1,250	1,347
World Languages	1,160	1,250	1,347

	<u>2004-2005</u>	<u>2005-2006</u>	<u>2006-2007</u>
Elementary School Curriculum Chairs			
Math	1,209	1,299	1,396
Science	1,209	1,299	1,396
Language Arts	1,209	1,299	1,396
Social Studies	1,209	1,299	1,396
Special Education	1,209	1,299	1,396
Special Areas	1,209	1,299	1,396
High School/Middle School Department Chairs			
Language Arts	1,209	1,299	1,396
Fine and Performing Arts/World Lang.	1,209	1,299	1,396
Mathematics/Science	1,209	1,299	1,396
Social Studies and Practical Arts	1,209	1,299	1,396
Summer Music Program	2,909	2,999	3,096
Summer Band	1,540	1,630	1,727
Supplemental Vocal Music			
High School Chorus	2,474	2,564	2,661
Middle School Chorus	1,540	1,630	1,727
Middle School Musical	1,540	1,630	1,727
Technology Coordinator	1,538	1,628	1,725