

**AGREEMENT
BETWEEN
THE CLAYTON EDUCATION ASSOCIATION
AND
THE CLAYTON BOARD OF EDUCATION
EFFECTIVE
JULY 1, 2019 THROUGH JUNE 30, 2023**

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This Agreement entered into this 1st day of July, 2019 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. In section 1 of the contract, the term "staff" shall mean all certified and non-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 therapists, learning disabilities teaching consultants, school psychologists, secretaries, athletic trainers, Maintenance Personnel, Custodial Employees, Groundskeepers, and Paraprofessionals working a minimum of thirty (30) scheduled hours per week on a ten (10) or twelve (12) month basis, under contract, or on an approved leave. Any employees not specifically included in the foregoing lists are excluded from this provision.
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 is granted 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 If the aggrieved or the Association fails to adhere to such time limits, the grievance shall be considered withdrawn.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 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 I, 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 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 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. He/she can add nothing to nor subtract anything from this agreement. The arbitrator's decision shall be in writing and shall set forth his or 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.
- 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.
- d. The costs for the services of the arbitrator, 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 in accordance with N.J.S.A. 34:13A-1 et seq. This contract shall be in force for 2019-2020, 2020-2021, 2021-2022, 2022-2023.

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, N.J.S.A. 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. All Staff Members

1. 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.
2. 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.
3. 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 paycheck containing the deduction.
4. Assault Upon an Employee
 - a. An employee shall immediately report in writing (if able) any case of physical or verbal assault or battery upon his or her person arising out of, or in connection with, his or her employment duties. Such matters shall be immediately reported to the Principal or immediate supervisor. Such cases will be handled by administration as soon as possible, but the student will not return to the teacher's classroom until the incident has been addressed by the administration.
 - b. When absence arises out of or from such assault or injury, the employee may be entitled to Workers' Compensation.
5. No employee will be disciplined, reprimanded, or reduced in rank of compensation without just cause.
6. Letters of disciplinary action, warning letters, and any information pertaining to personnel matters are to be electronically mailed. Employees reserve the right to request hand-delivery or mailed delivery via USPS.

B. All Teaching Staff Members

1. The teaching 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.
2. Teaching 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.

3. Teaching staff members may leave the building five minutes after students are dismissed on the day of "Back to School Night."

C. Support Staff Members

1. Whenever any employee is required to appear before the Superintendent for the purpose of formal disciplinary action, he 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 choosing present to advise him and represent him during such meeting or interview. The superintendent shall be provided twenty-four (24) hours written notice as to the name and position of the individual except in cases of emergency.
2. Disciplinary notice must be given no later than five (5) working days after the alleged infraction was recognized and a notice was given of an investigation and possible action to be taken upon completion of that investigation. If the employer fails to give written notice within the allotted time, said warning shall be considered null and void.
3. When any employee is required to appear before the Board or any committee thereof for the purpose of formal disciplinary action, he shall be given two (2) weekdays (Monday-Friday) prior written notice of the reasons for such meeting or interview and shall be entitled to one (1) representative of his choosing present to advise him and represent him during such meeting or interview. The Board shall be provided twenty-four (24) hours written notice as to the name and position of this individual except in cases of emergency.
4. 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 paycheck containing the deduction.

ARTICLE VII: ASSOCIATION RIGHTS AND PRIVILEGES

- A. The Association may use school facilities and equipment including computers, copy 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 first in-service day of the school year as scheduled by the Superintendent and with agreement of the CEA President.
- D. The professional development committee, on behalf of the Association, may submit recommendations to the Superintendent 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.
- F. Children (Grades K-12) of full-time certified employees who do not reside in this school district may be admitted to school in the district without payment of tuition provided that:
 - 1. The employee applies for Choice status if applicable
 - 2. The educational program of such children can be provided within district facilities without requiring additional staffing or services.
- G. The Board agrees that one hundred twenty (120) days prior to any formal Board action to consider subcontracting of non-teaching unit work shall discuss the matter fully with the Association and its representatives.
- H. In the event of privatization of any non-teaching employee category (subcontracting), the Board shall abide by the following procedure:
 - 1. The Board shall formally notify the Association of its intention to subcontract non-teaching unit work one hundred twenty (120) days prior to budget adoption or implementation of subcontracting services.
 - 2. The Board shall provide the Association bid specifications for potential subcontracting.
- I. The Board shall provide severance benefits as a result of subcontracting as follows:
 - 1. The Board shall pay all affected non-teaching unit members full pay for all leave days credited to the employee's account as permitted by law.
 - 2. The Board shall provide that any employee who loses his or her position as a result of privatization shall be retained in his or her proper place on the District seniority recall list for a period of three (3) years.
- J. The BOE shall provide the Association, in an excel file or similar delimited style format, the following information for all employees: name, job title, worksite location, home address, work, telephone numbers, date of hire. This information will be provided January 1, April 1, July 1, and October 1 or the closest business day as determined by the BOE calendar. The BOE is not required to collect data, but will report what is in the personnel system. The BOE is not responsible for the accuracy of the data.
 - 1. The Board and/or its agents, and members of the administration, shall not encourage negotiation unit members to resign or relinquish membership in the Association and shall not encourage negotiations' unit members to revoke authorization or the deduction of fees of the Association or its unified affiliates.

2. The Board and/or its agents, and members or the administration, shall not encourage or discourage an employee from joining or assisting the Association.
3. Should a negotiations' unit member notify the Board or its agent that they wish to resign or relinquish membership in the Association, the Board shall require the member to submit a dues termination form and provide a copy of the same to the association's president or his/her designees within (5) five calendar days of receiving the form. Negotiations unit members may only resign or relinquish their membership or terminate dues deductions during the ten (10) calendar days following each anniversary date of the employee's employment. A withdraw shall take effect on the thirtieth (30th) calendar day after the anniversary date.

ARTICLE VIII: STAFF SALARY GUIDES

- A. Three salary guides/charts are included in Schedule A: one for the teachers, one for the secretaries, and one for the remaining support staff.
- 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.
- C. Automatic payroll deductions will be deposited to financial institutions on the day paychecks are scheduled to be issued.

ARTICLE IX: EVALUATIONS

- A. All employees shall be formally evaluated at least once during their contract year. Any formal observations of an employee's performance shall be conducted openly and with full knowledge of the employee. Evaluations of employees shall not be restricted to direct observations. All data pertinent to the employee's performance may be used to evaluate the employee, and any data used in an evaluative manner shall be made known to the employee. The use of eavesdropping, public address, cameras, audio systems, and similar surveillance devices shall be strictly prohibited.
 1. Teacher Evaluation: All teachers will be evaluated prior to June 1st.
 2. Secretarial/Para Professional Evaluation: All employees shall be evaluated prior to June 1st.
 3. Custodial/Maintenance: All employees shall be evaluated prior to June 30th.
- B. An employee shall have the right, upon prior request and reasonable notice, to review the contents of his personnel file in the presence of a school official and to receive copies of any materials, except as provided in Section C herein below, contained therein. An employee who desires to review his file must schedule an appointment for review with the Superintendent at least two (2) work days in

advance. An employee may have a local Association representative accompany him during such review.

- C. Although an employee shall have the right to review his personnel file, the Board maintains the right to protect the confidentiality of personal references, academic credentials, and other similar comments. Only the files maintained by the Central Administration shall be considered official.
- D. No material generated by school district personnel of an evaluative or judgmental nature which is derogatory to an employee's conduct, service, or character shall be placed in an employee's file unless the employee has been notified and given an opportunity to review said material. The employee shall be entitled to submit a written response to such materials within ten (10) days of receiving a copy for inclusion in the file. If, after three (3) years there has been no additional derogatory materials pertaining to the same offense, the original material shall be removed from the employee's file.
- E. An employee shall be given a copy of any evaluation report prepared by his or her evaluator(s) at least one (1) day before any conference to discuss it. No such report shall be submitted to the Central Office, placed in the employee's file, or otherwise acted upon without prior conference with the employee. No employee shall be required to sign a blank or incomplete evaluation form.
- F. Evaluation reports shall be presented to each employee in accordance with the following procedures. Such reports shall include a written narrative and shall identify:
 - 1. Strengths of the employee as evidenced during the period since the previous report.
 - 2. Specific suggestions as to measures which the employee might take to improve his or her performance in each of the areas wherein weaknesses have been indicated.
- G. If any formal complaint is made by any person which may affect the evaluation of any employee, the Principal or immediate supervisor of the employee shall apprise the employee of the nature of the complaint and attempt to resolve it prior to any subsequent evaluation of the employee, and the employee shall have the right to representation by counsel and/or an Association representative at any formal hearing.
- H. No member shall be evaluated by another member of the Clayton Education Association.
- I. Evaluations for all certificated employees shall be conducted pursuant to all applicable statutes and regulations, including but not limited by.

ARTICLE X: SICK LEAVE

- A. The term “sick leave” is hereby defined to mean the absence from his or her post of duty of any 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. Sick Days
 - 1. 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.
 - 2. Twelve-month employees will receive twelve (12) sick days.
- 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.
- G. Secretaries and Support Staff members shall be paid for unused sick leave as follows:
1. Any member who retires according to the provisions of the TPAF/PERS in order to receive immediate benefits as opposed to “deferred” benefits and has twelve (12) continuous years with the Clayton Public School District shall be eligible for payment for unused sick leave.
 2. Members 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 member must have a minimum of twenty-five (25) accumulated sick days.
 4. Payment shall be at the rate of \$40 per day not to exceed \$8,320 or 208 days.

ARTICLE XI: TEMPORARY LEAVES OF ABSENCE

All unit members, as defined in Article II.A.1., shall be entitled to the following temporary non-accumulative leaves of absence each year:

- A. Applications for personal 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.
- B. Unused personal days shall be added to the accumulated sick days.
- C. 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.
- D. 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, domestic partner, father, mother, child, brother, sister, mother-in-law, father-in-law, and

paternal/maternal grandparents of staff members and their spouses/domestic partner or any person standing in loco parentis. Leave beyond five (5) days may be approved by the Superintendent.

- E. All deductions for twelve (12) month employees shall be at least 1/260 of yearly salary or any amount set forth in their individual annual employment contract.
- F. All deductions for ten (10) month employees shall be at least 1/200 of yearly salary or any amount set forth in their individual annual employment contract.

ARTICLE XII: EXTENDED LEAVE

A. Disability Leaves

- 1. An employee who anticipates a disability shall notify the Superintendent in writing of the anticipated commencement of the disability as soon as the employee knows about it.
 - a. In the case of pregnancy, the employee shall inform the Superintendent of the anticipated delivery date.
 - 1) No later than sixty (60) days prior to the anticipated delivery date of the child, the employee shall request either:
 - a) a disability leave for which accumulated sick leave may be utilized
 - b) a disability leave for which accumulated sick leave may be utilized followed by an unpaid childcare leave as described below
 - c) an unpaid leave of absence commencing prior to the period of actual disability without use of accumulated sick leave
 - d) request no leave of absence
 - 2) To the extent permitted by law and relevant judicial and administrative agency decisions, employees on pregnancy-related disability leave shall be presumed to be disabled for purposes of sick leave eligibility thirty (30) calendar days prior to the anticipated date of birth of the child and thirty (30) calendar days following the actual date of birth of the child. This eligibility requirement shall be construed as a minimum guideline subject to revision based on the actual disability of the individual involved.
- 2. The Board may request a disabled employee to produce a certificate from his or her physician that he or she is medically able to continue working. The Board reserves the right to have its physician examine the employee. If there is a difference of medical opinion between the Board's physician and the employee's physician, then the Board's physician and the employee's physician shall agree on a third impartial physician who shall examine the employee whose medical opinion shall be conclusive and binding on the issue of medical capacity to continue working.

3. The Board reserves the right to regulate anticipated disability leaves so that the commencement and termination dates precede or follow the period of actual disability in order to preserve education continuity. When this occurs, an employee who is placed on an involuntary unpaid leave shall be entitled to all sick leave and insurance benefits during the period of actual disability according to the negotiated agreement and rules of the insurance carrier.

B. Childcare leaves

1. The Board may grant unpaid leave of absence for the purpose of childcare of an infant to employees who fulfill the requirements set out below. No requests will be disapproved arbitrarily, discriminatorily, or capriciously; however, in no event shall the Board be required to grant a leave of absence to both spouses who work in the District.
2. Except as provided in Subsection B3 below, leaves of absence shall commence immediately following the end of the period of actual disability and shall terminate at the end of the school year in which the disability occurred.
3. When an employee requests a voluntary unpaid leave of absence which begins prior to the period of actual disability, the Board may alter the requested starting date of unpaid leave.
4. At the request of (1) tenured employee or (2) any employee with more than three (3) consecutive years of service in the District with the approval of the Board, an extension of childcare leave may be granted for one (1) full school year; however, no employee shall be eligible for a successive childcare leave without working in the District a minimum of one (1) full school year after returning to work from a childcare leave.
5. An employee on a voluntary unpaid leave of absence shall not be eligible to either receive or accrue benefits except as statutorily required. When on unpaid leave, an employee may not use sick days.
6. Nothing stated herein shall require the Board of Education to extend said leave of absence of a (1) non-tenured employee or (2) any employee with less than three (3) consecutive years of service in the District beyond the end of the contract year for which the employee has been employed.
7. All requests for childcare leave shall be in accordance with Section A.1 herein above; however, in the case of twelve-month employees, requests for extensions for unpaid leaves commencing September 1 shall be made by June 1 of the previous school year.

C. Adoption

1. An employee adopting an infant or pre-school child shall notify the Superintendent in writing when the application for adoption is approved by the adopting agency. Requests for unpaid leave shall be made for a specified period as soon as the employee is informed of the custody date. Said leave shall commence upon receiving de facto custody of said infant or earlier if necessary to fulfill the requirements for adoption.

2. Except as otherwise provided in Subsection C.1 above, all conditions and requirements set forth in Subsection B4, B5, B6, and B7 herein shall be applicable to this Section – Adoption.

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 on 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 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 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

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. Deduct 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 this 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. 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 XVI: TEACHING HOURS AND TEACHING LOAD

- A. A teacher's workday at all schools shall not exceed 7 hours and 10 minutes. Faculty meetings will not exceed one (1) hour per month after the regular school day. In addition to a one (1) hour Faculty meeting, Administration may plan for one additional one (1) hour Professional Development meeting per month, if needed, no more than six (6) times per year (Beginning 2020-21). Faculty meetings and Professional Development meeting dates will be provided in advance, and forty-eight hour notice shall be given.

1. On Fridays and days before holidays, staff may leave 10 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 during their preparation period, they shall be paid the rate of \$30 for each coverage. Such payment shall be cumulative and be paid in December and June of each school year. Stipends paid out of grant funds shall be subject to the requirements of the grant.
 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 at the end of each marking period to finalize grades in the student management system. The final marking period grades and final grades will be due on the second to the last day of school as determined by the school calendar as long as the last five days are early dismissal student days. If early dismissal days can not be accommodated, these grades will be due on the last day of school. The administration will not schedule meetings during the last three (3) days of the marking period except in case of crises or emergency.
- B. The work year for all schools will not exceed 187 days, 182 instructional days and 5 professional development beginning in 2020-2021. In 2019-2020, there are 186 days. Said days will be exclusive of NJEA convention as the district will be closed. Up to two (2) in-service days may be scheduled on the Wednesday and Thursday prior to Labor Day. In-service days may not be scheduled after the last student class day. One-half (1/2) of one (1) day at the start of the school year shall be reserved for teacher/instructional preparation only. No night-time school-wide conferences will be scheduled. Every effort will be made to accommodate parents who cannot make daytime conferences.
- C. Attendance at one (1) back to school night will be mandatory except when a teacher is taking a Masters Course and has class that evening or other extenuating circumstances as approved by the building principal.
- D. Teachers new to the District will be available for an additional 30 hours beyond the regular school year for the purpose of mentoring.
- E. 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.

- F. 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.
- G. For each one hour in-service presentation in the district, or requested by the district, the teaching staff member will be reimbursed for two hours at the professional rate of pay for the first time the individual presents the in-service. Subsequent presentations shall be compensated at the hourly rate only for the actual presentation unless the presenter can demonstrate to the Superintendent that there have been significant changes in content and materials. The hourly rate is delineated in H of this article.
- H. Every effort will be made to provide release time for teachers completing Fountas & Pinnell Assessments, IEPs, writing curriculum, and budget development.
- I. Staff who participates 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 \$40 per hour. The staff will have right of first refusal. The approved amount in the grant will supersede 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. Stipends paid out of grant funds shall be subject to the requirements of the grant.
- J. Staff who participates in co-curricular activities outside school hours (including but not limited to crowd control, announcing, ticket selling, scoreboard operation, timing, and field event assistance) shall be compensated \$50 per event or the advertised rate whichever is greater.
- K. Teachers who are required to report outside of school year to grade assignments will be compensated at the hourly rate of \$30 not to exceed 10 hours each or provided release time. Stipends paid out of grant funds shall be subject to the requirements of the grant. All summer assignments shall be determined by the mutual agreement of Administration and Curriculum and Instruction Committee and not eligible for payment.
- L. A stipend will be provided for additional academic preparations beyond 4 per semester for Middle School and High School Teachers. Stipends shall be as follows: \$1250 for 5th preparation; \$1250 additional for 6th preparation.
- M. A half-time teacher's schedule will not exceed 4 hours and 5 minutes, inclusive of a thirty minute preparation period. This time shall be consecutive.
- N. Half-time teachers shall be compensated for attendance at meetings, conferences, and workshops that occur outside their assigned teaching hours at a rate of \$30 per hour. Attendance at said meetings, et al, shall be optional if outside of assigned work period.
- O. Teachers may typically be assigned up to six teaching periods per day as needed. However, based upon mutual agreement between the Superintendent and an individual teacher, teaching periods may be assigned in lieu of duty periods in exchange for a stipend of \$5,000 per year. The offer is limited to no more than four teachers in any given year and no additional prep stipend will apply.

- P. 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.
- Q. Non-instructional weekend and summer employment, requested and approved by the administration, shall be compensated at the rate of \$30 per hour. Stipends paid out of grant funds shall be subject to the requirements of the grant.
- R. Additional days worked beyond the 187 day contract (186 in 2019-2020), at the request of the administration, shall be paid at a per diem rate (1/200).
- S. The Child Study Team employees and Guidance Counselors may work up to 20 days beyond the contractual days at their per diem rate, as per policy and funds.
- T. If an elementary teacher is notified of a classroom move/relocation between June 15th and the first day of the following school year, they will be paid a \$150 stipend to move their classroom.
- U. Teachers will be notified of their following year's tentative teaching assignment by June 15, except in the case of emergency.
- V. Teachers will have access to the student management system by August 30, except in the case of emergency.

ARTICLE XVII: TEACHERS 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.

- A. Teacher faculty rooms (one room per school) will only be utilized by contracted District employees.
- B. District use of CEA purchased equipment and furniture must be approved by the Association President in advance.

ARTICLE XVIII: TEACHERS/ATHLETIC TRAINER ASSIGNMENTS

All teachers to be re-employed for the forthcoming year shall be Board approved by May 15. Non-tenured teachers will receive a contract no later than May 30 which are to be returned to the Superintendent's Office no later than 15 calendar 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 calendar 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.

- 1. The Athletic Trainer's work year will begin when fall sports commence under N.J.S.I.A.A. rules and end when spring sports have concluded. The Athletic Trainer's work day shall be flexible and based upon the needs of the District.

ARTICLE XIX: TEACHER PROFESSIONAL DEVELOPMENT AND EDUCATIONAL IMPROVEMENT

- A. Tuition reimbursement will be capped at a district cost of thirty thousand dollars (\$30,000) per year. Teachers hired after July 1, 2010, will not be eligible for tuition reimbursement until they are tenured, unless surplus tuition funds are available after tenured teachers have been reimbursed for the maximum number of credits allowed contractually. First year teachers are not eligible for any tuition reimbursement. Non-tenured teachers, however, should submit paperwork each semester and follow all submission requirements. At the end of the school year, any tuition funds that remain after tenured teachers have been reimbursed (including any partial reimbursement of tuition and/or fees) will first be distributed equally in the following order:
- tenured teachers who were denied payment (due to lack of funds, etc)
 - non-tenured teachers, excluding first year
 - tenured teachers who accepted partial reimbursement for courses taken with more than 3 credits
- B. Available tuition money will be divided into two semesters, \$15,000 from July to December, and \$15,000 from January to June. Any money that remains from the first semester will be made available to be used during the second semester.
- C. Full time teachers shall receive full tuition and fee reimbursement for up to 3 credits per semester, and certified part time teachers shall receive a proportionate share for up to 3 credits per semester. These costs shall not be greater than the Rutgers Graduate School credit schedule. Prior approval by the Superintendent is required. Upon successful completion of the course, tuition reimbursement shall be paid within 45 days by submission of a transcript and completion of a 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.
- D. Non-traditional programs shall be eligible for tuition reimbursement at Rutgers Graduate School credit schedule and will be limited to 3 credits per semester. At the end of the program, documentation of successful completion must be presented or employee will be responsible to reimburse the district for all advanced tuition payments.
- E. All courses must be in the field of education and be related to the teacher's current or future position with the District. 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.
- F. 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.
- G. Teachers shall not be eligible for reimbursement unless they receive a final grade of "C" or higher for the course on which reimbursement is being sought.
- H. 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.

ARTICLE XX: SECRETARIES & SUPPORT STAFF VACANCIES

All support staff to be re-employed for the forthcoming year shall be Board approved by May 15. Non-tenured support staff will receive a contract no later than May 30 which are to be returned to the Superintendent's Office no later than 15 calendar 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.

- A. When a position within the bargaining unit becomes vacant, notice of such vacancy shall be made available to the Association for a minimum of three (3) days to allow prospective applicants to apply. Employees may apply for such positions in writing subject to the same procedures and standards as any other applicant.
- B. Employees who wish to transfer may file a written statement of such desire with the Superintendent. Such requests for transfer and re-assignments for the following year shall be submitted no later than April 1.
- C. The Board's decision whether to (1) promote or (2) transfer any employee shall be at its discretion and shall not be subject to the grievance procedure.

ARTICLE XXI: SECRETARIAL ASSIGNMENTS

Secretary Work Year/Work Day

Office employee contracts shall be either ten (10) or twelve (12) months.

1. Twelve-Month Contract: Employees shall work from July 1st through June 30th, eight (8) hours per day, five (5) days per week, with a forty (40) minute lunch with two (2) fifteen minute breaks arranged and approved by the immediate supervisor. During the school year, they shall follow the teacher calendar adopted by the Board.
2. Ten-Month Contract: Employees shall follow the teacher calendar adopted by the Board working eight (8) hours per day five (5) days per week with a forty (40) minute lunch with two (2) fifteen minute breaks arranged and approved by the immediate supervisor.

ARTICLE XXII: SECRETARIAL PROFESSIONAL DEVELOPMENT

Courses taken related to the responsibilities of a secretary's job description for which reimbursement is requested must be approved by the Superintendent or his/her designee in advance of enrollment. Reimbursement will not be made until satisfactory documentation of course completion is presented. Successful completion is a "C" or Better.

1. Reimbursement for actual costs incurred by the employee shall be limited to up to the undergraduate tuition rate at Rutgers for up to four (4) credit hours per semester in effect at an accredited College or University.

2. Tuition costs eligible for reimbursement must be for courses in the field of employment. Courses not in the field of employment or closely related may be approved for reimbursement at the discretion of the Superintendent or his/her designee.
3. An employee who leaves the District in less than two (2) years from the completion of the coursework for which they were reimbursed must reimburse the Board of Education no more than one (1) year's tuition costs. If the Board terminates the employment of an employee who has been reimbursed for coursework, the employee will not be required to reimburse the District.

ARTICLE XXIII: SECRETARIES AND SUPPORT STAFF VACATION & HOLIDAY SCHEDULE

A. Scheduled holidays for twelve (12) month employees:

New Year's Day	Martin Luther King Day
Lincoln/Washington Birthday*	Good Friday
Easter Monday	Memorial Day
Independence Day	Labor Day
Columbus Day	Thanksgiving Day
Friday after Thanksgiving	Christmas Eve
Christmas Day	New Year's Eve

* The Friday before President's Day will be a holiday if students and teachers are not in session. It will be a regular work day if school is in session.

If stated holiday(s) are declared a school day due to a school calendar change caused by an emergency situation but not limited to snow days, a different day may be substituted upon agreement of the employee and his or her immediate supervisor.

No compensatory time is to be given. All employees shall be paid at overtime rates if required to work on any holiday not covered by previous language. However, Columbus Day may be declared a day of work. A different day will be substituted upon agreement of the employee and his immediate supervisor.

B. Vacation

1. Maintenance, Custodial, and Groundskeeping personnel:

Vacation time for 12 month maintenance, custodial and groundskeeping personnel will accrue at the rate of .8333 days per month up to ten days the first year of service. After the first year, vacation entitlements are earned as follows:

1 through 5 Years of Service:	10 Days earned at .8333 per month.
6 through 12 Years of Service:	15 Days earned at 1.25 days per month.

13 through 16 Years of Service: 20 days earned at 1.666 days per month.
Beyond 16 Years of Service:* 25 days vacation earned at 2.083 per month

*Only employees hired prior to July 1, 2011 are entitled to earn five weeks vacation.

Vacation may be taken at any time but only with the approval of the immediate supervisor. Up to ten vacation may be carried over to the following year with prior approval.

All administrative decisions relative to requests shall be made utilizing seniority rights. All vacation requests shall be dealt with by administrators taking into account the ability of the District to function adequately.

Denial of requested vacation time must be based on the inability of the District to have that person's duties satisfactorily performed during that time period.

In the event that vacation time cannot be taken either by virtue of the preceding paragraph or the inability of the District to reasonably substitute time, those days shall be part of the ten (10) days permitted to be carried over and used prior to October 1.

Any Maintenance, Custodial, and Groundskeeping personnel who takes vacation not earned will be required to reimburse the district upon resignation and/or retirement.

2. Secretary Vacation

Vacation time for 12 month secretaries will accrue at the rate of .8333 days per month up to ten days the first year of service. After the first year, vacation entitlements are earned as follows:

- a. After the first year, Vacation days will be accrued as follows:

1 through 5 years of service	10 days of vacation	.8333 per month
6 through 10 years of service	15 days of vacation	1.25 per month
11 or more years of service	20 days of vacation	1.666 per month
- b. Requests for vacation days must be submitted ten (10) days prior to the dates that are being requested and are subject to approval by the administration. Secretaries cannot take more than five (5) consecutive vacation days during the school year without approval of the Superintendent. Vacation time cannot be taken during the last two (2) weeks of school or the last work days before the first teacher day of the school year.

Secretaries may carry over up to ten days vacation to be used the following year.

- c. If a position is lost due to downsizing, accrued vacation time will be paid.
 - d. Years of credit will be accepted when going from a 10-month employee to a 12-month employee.
 - e. Any secretary who takes vacation not earned will be required to reimburse the district upon resignation and/or retirement.
- C. For Secretaries and Para-Professionals, holidays will be granted in accordance with the official school calendar established by the Board.

**ARTICLE XXIV: CUSTODIAL, MAINTENANCE, GROUNDSKEEPER
EMPLOYMENT PROCEDURES**

- A. Dismissal: An employee who is terminated for unsatisfactory performance shall receive fifteen (15) calendar days notice of termination or one (1) week's pay in lieu of notice plus accumulated vacation pay based on the proportion of full months worked in the contract year.
- B. Resignation: An employee who is resigning from his position shall give the normal fifteen (15) days notice.
- C. All staff under this article to be re-employed for the forthcoming year shall be Board approved by May 15. Staff will receive a contract no later than May 30 which are to be returned to the Superintendent's Office no later than 15 calendar 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.
- D. Call-In Time: Employees called back to work at hours other than those incorporated a regular work shift shall be guaranteed a three (3) hour minimum per day at overtime rates as compensation. Any other call within three (3) hours will result in no additional pay as long as it is the same problem.
- E. Work in a Higher Pay Category: Whenever an employee works eight (8) or more consecutive days in a higher job classification, he shall receive compensation at the higher rate for all days worked at the higher pay category.
- F. Employees shall be notified seventy-two (72) hours in advance of any change in shift assignment. In the case of a shift change, there shall be a minimum of eight (8) hours between the ending of one shift and the beginning of the next shift.
- G. In no case shall any support staff be requested or required to perform the duties relative to instructional or disciplinary activities normally assigned to a duly certified teacher.
- H. Seniority Job Security
 - 1. School district seniority is defined as service by support staff in the school district in the collective bargaining unit covered by this Agreement.
 - 2. In the event that a vacancy occurs, a laid-off support staff member shall be entitled to recall thereto in the order of his or her job category seniority up to three (3) years.

3. Notice of recall to work shall be addressed to the support staff member's last address appearing on the records of the school district by certified mail, return receipt requested. Within fifteen (15) days from receipt of such notice of recall, the support staff member shall notify the Board of Education, in writing, whether or not he or she desires to return to the work involved in the recall. If he or she fails to reply or if he or she indicates that he or she does not desire to return to work, he or she shall forfeit all of this or her seniority and all rights to recall.
4. Seniority shall not be accumulated during the period of lay off. Upon recall, the support staff member shall have his or her accumulated seniority restored to the date of layoff.

**ARTICLE XXV: SUPPORT/CUSTODIAL/MAINTENANCE/GROUNDSKEEPER
WORK DAY**

1. Custodians, Groundskeepers, and Maintenance Personnel: eight (8) hours and two (2) fifteen minute breaks, Lunch will be 30 minutes, unpaid and uninterrupted.
2. Represented Paraprofessionals shall work seven 7 hours and 10 minutes per day inclusive of lunch and a prep period.

ARTICLE XXVI: CUSTODIAL/MAINTENANCE PROFESSIONAL DEVELOPMENT

Custodial and Maintenance Employees

1. Courses taken for which reimbursement is requested must be approved by the Superintendent or his or her designee in advance of enrollment. Reimbursement will not be made until satisfactory documentation of course completion is presented. The employee must obtain a "C" or better grade to qualify for tuition reimbursement.
2. Reimbursement for actual costs incurred by the employee shall be limited to the total tuition costs for three credit hours per semester in effect at Rutgers University.
3. Tuition costs eligible for reimbursement must be for courses in the field of employment. Courses not in the field of employment or closely related may be approved for reimbursement at the discretion of the Superintendent or his or her designee.
4. Courses taken related to the responsibilities of an employee's job description for which reimbursement is requested must be approved by the Superintendent or his/her designee in advance of enrollment. Reimbursement will not be made until satisfactory documentation of course completion is presented. Successful completion is defined as a "C" or better.
 - a. Reimbursement for actual costs incurred by the employee shall be limited to up to the undergraduate tuition rate of

Rutgers for up to four (4) credit hours per semester in effect to an accredited College or University.

- b. Tuition costs eligible for reimbursement must be for courses in the field of employment. Courses not in the field of employment or closely related may be approved for reimbursement at the discretion of the Superintendent or his/her designee.
- c. An employee who leaves the District in less than two (2) years for the completion of the coursework for which they were reimbursed must reimburse the BOE no more than one (1) year's tuition costs. An employee who terminates employment in less than two (2) years from completion of the coursework due to non-renewal, mutual agreement or voluntary termination, or medical disability shall not be required to reimburse the tuition cost.

ARTICLE XXVII: CUSTODIAL/MAINTENANCE/GROUNDSKEEPERS OVERTIME

Overtime: Defined as any time spent at regular duties or other assigned duties, consistent with this Agreement, over and above forty (40) hours per week as authorized by the Supervisor or Administration. For purposes of this Article, the work week shall commence Monday.

- A. All overtime will be offered in increments of one quarter (1/4) hour. This will be remunerated at the rate of one and one half (1-1/2) the employee's hourly salary.
- B. All overtime shall be consistent with the National Fair Labor Standards Act, excluding Emergency calls or Facilities' Rental Events which will be counted towards overtime.
- C. In assigning overtime, the administration will offer the assignment on a rotation basis. The administration will go through the list once; if no one accepts, then the overtime will be assigned to the least senior. If, as a result of an administrative error, any employee has been passed over in his or her overtime rotation, that employee shall be paid the overtime hours he or she would have been otherwise entitled to. Custodians, Groundskeepers, and Maintenance personnel are mandatorily required to work the overtime at their assigned functions. Refusal to work the mandatory overtime will result in disciplinary action. Rotation for the custodians is by building.
- D. All scheduled work performed on Sundays shall be compensated at hours worked times two of the employee's regular rate for each hour worked. All scheduled work performed on holidays shall be compensated at one and a half times the employee's scheduled rate. This shall be in addition to holiday pay due. This will not supersede Article XVII A.
- E. At no time shall substitutes or part-timers be hired in place of full-time employees in order to avoid overtime or holiday pays.
- F. In the event the normal opening of schools is delayed for pupils because of an emergency, inclement weather, or other reason, instructional and non-

instructional aides will not be required to report more than fifteen (15) minutes before pupils. In the event of inclement weather, custodial and maintenance personnel will report as required, and normal overtime will be paid if called prior to normal start time if the administration is unable to arrange compensatory time equal to the overtime within a two-week period.

- G. Optional comp time in lieu of overtime at an hour per hour rate to be used within the same pay period at the employee's discretion with the supervisor's authorization.

ARTICLE XXVIII: INSURANCE BENEFITS

- A. The Board of Education will provide primary health care insurance benefits including prescription and dental, to eligible employees. The Base Plan shall be the Aetna Choice POS or AmeriHealth PPO \$20/\$20. Employees may also choose a \$20/\$20 HMO. For any employee who chooses the Aetna Choice POS II \$20/\$35, Amerihealth PPO \$20/\$35 plan, the Board of Education will contribute \$200 to the Employee's Flex-Spending Account annually. (Flex Spending Accounts are on a Calendar Year (January to June and require enrollment). The District has the right to change carriers as long as the benefit plans offerings as whole are equal to or better than the base plans listed above or the NJ School Employees Health Benefits Plan.
 - 1. Employees receiving benefits under this Article shall contribute in accordance with the amounts set forth in P.L. 2011 c.78.
 - 2. Any staff member already covered by a health care insurance plan (approved by the Association and the District as acceptable) shall be offered \$1,500 in lieu of District-provided coverage except to employees whose spouse or domestic partner is also eligible for insurance through the district. This also applies to the employees' dependents
 - a. Payments as identified above shall be made in December and June.
 - b. The payments referenced in this section shall not be available to employees that are eligible for alternate coverage through another District employee.
 - 3. Employees shall not be permitted to receive duplicate coverage as a dependent of another District employee.
- B. The Board will provide a prescription drug plan in accordance with the health insurance plans.
- C. The Board will provide each employee with either a single, parent/child(ren), husband/wife (partners), or family dental coverage plan.
- D. Non-tenured full-time teaching and secretarial staff shall be eligible for single coverage health insurance, dental insurance, and prescription drug plan. Full coverage will be provided upon receipt of tenure. Any employee defined under

Article II A.1, who moves to a tenurable position, shall be able to use time served in district when determining Insurance Benefits.

- E. Full time support, custodial, maintenance and groundskeeping personnel may elect family, employee/spouse/partner, parent/child(ren) or single coverage as these are not tenurable positions.

ARTICLE XXIX: MISCELLANEOUS PROVISIONS

- A. Compliance between Individual Contract and Master Agreement: Any individual contract between the Board and an individual employee shall not be in conflict with the provisions of this Agreement. If an individual contract contains any inconsistent language, this Agreement, for its duration, shall be controlling.
- B. Printing Agreement: Copies of this Agreement shall be reproduced at the expense of the Board. The Agreement shall be presented in sufficient quality for each member to this bargaining unit. It shall be the responsibility of the Association to distribute the copies.
- C. Black Seal License employees will receive an annual stipend of \$500 per year for each year of the contract. The Board of Education will pay the renewal fee for the Black Seal License.
- D. The Board retains the right to determine assignments to all Co-Curricular positions.
- E. If funding is available, Summer Band and Summer Music Program will be reinstated for that year.
- F. A committee comprised of one (1) HS and one (1) MS teaching staff member, an administrator from each level and chaired by the Guidance Supervisor will study scheduling with the intent of seeking ways to provide additional preparation/planning time. The committee will recommend a schedule that will see that essential duties are covered. Seniority will not be a determining factor in the assignment of duties and every effort will be made to assign duties on three year rotation where administratively possible.
- G. The Association shall select a Liaison Committee for each building which shall periodically meet with the principal during the school day for the duration of the school year to review and discuss local school issues and practices.
- H. The Association President and Superintendent will meet, minimally, once each semester to discuss district-wide or building issues.
- I. Staff members may expend seventy-five dollars (\$75) per year for incidental supplies. Educators of the Year at each school may spend three hundred dollars (\$300). The District Educator of the Year shall receive (\$400). Such supplies or educational materials shall become the property of the Clayton Public School District. Reimbursement (excluding state tax) shall occur within thirty days of submission of receipts.
- J. The District shall provide the Custodial and Maintenance employees with reimbursement for up to one hundred twenty five dollars (\$125) per year for work

related attire. Reimbursement shall be made within thirty (30) days of the submission of a valid receipt or the next scheduled Board of Education Meeting. Board of Education agrees to provide five clothing items the first year of the contract; two items in each successor year covered by this contract. Any new staff will receive five clothing items within 30 days of hire. Employees must wear District provided uniform while on duty.

- K. The District shall assume the printing costs for the agreement so that each CEA member shall be afforded a copy.
- L. Teachers shared between two campuses as well as the school nurse and maintenance staff using personal automobiles shall be entitled to the OMB rate per mile for travel between buildings as required by the District. This benefit shall not be payable on in-service days. Requests shall be made on the Board provided form and shall be submitted once before winter break and on the last day of school. No late requests shall be honored.
- M. The District agrees to pay a cell phone reimbursement to maintenance personnel, groundskeeper and head custodian of \$25 per month.
- N. The District shall pay the night time head-custodian a \$2,500 stipend annually.

YEAR 1**2019-20 Clayton Teachers****Salary Guide**

Step	BA	BA+15	BA+30	MA	MA+15	MA+30
1 (2)	50,332	51,587	52,214	53,051	53,678	54,724
2 (3)	50,782	52,037	52,664	53,501	54,128	55,174
3 (4)	51,274	52,529	53,156	53,993	54,620	55,666
4 (5)	52,274	53,529	54,156	54,993	55,620	56,666
5 (6)	53,774	55,029	55,656	56,493	57,120	58,166
6 (7)	55,524	56,779	57,406	58,243	58,870	59,916
7 (8-10)	57,524	58,779	59,406	60,243	60,870	61,916
8 (11)	59,999	61,254	61,881	62,718	63,345	64,391
9 (12)	63,449	64,704	65,331	66,168	66,795	67,841
10 (13)	67,249	68,504	69,131	69,968	70,595	71,641
11 (14)	71,124	72,379	73,006	73,843	74,470	75,516
12 (14A)	74,999	76,254	76,881	77,718	78,345	79,391
13 (15)	79,999	81,254	81,881	82,718	83,345	84,391

780

YEAR 2**2020-21 Clayton Teachers****Salary Guide**

Step	BA	BA+15	BA+30	MA	MA+15	MA+30
1	50,986	52,241	52,868	53,705	54,332	55,378
2	51,386	52,641	53,268	54,105	54,732	55,778
3	51,786	53,041	53,668	54,505	55,132	56,178
4	52,536	53,791	54,418	55,255	55,882	56,928
5	54,036	55,291	55,918	56,755	57,382	58,428
6	55,836	57,091	57,718	58,555	59,182	60,228
7	57,836	59,091	59,718	60,555	61,182	62,228
8	60,336	61,591	62,218	63,055	63,682	64,728
9	63,836	65,091	65,718	66,555	67,182	68,228
10	67,636	68,891	69,518	70,355	70,982	72,028
11	71,549	72,804	73,431	74,268	74,895	75,941
12	75,499	76,754	77,381	78,218	78,845	79,891
13	80,499	81,754	82,381	83,218	83,845	84,891

500

YEAR 3**2021-22 Clayton Teachers**

Salary Guide Step	BA	BA+15	BA+30	MA	MA+15	MA+30
1	51,001	52,256	52,883	53,720	54,347	55,393
2	51,401	52,656	53,283	54,120	54,747	55,793
3	51,801	53,056	53,683	54,520	55,147	56,193
4	52,551	53,806	54,433	55,270	55,897	56,943
5	54,051	55,306	55,933	56,770	57,397	58,443
6	55,951	57,206	57,833	58,670	59,297	60,343
7	58,151	59,406	60,033	60,870	61,497	62,543
8	60,651	61,906	62,533	63,370	63,997	65,043
9	64,151	65,406	66,033	66,870	67,497	68,543
10	67,951	69,206	69,833	70,670	71,297	72,343
11	71,951	73,206	73,833	74,670	75,297	76,343
12	75,999	77,254	77,881	78,718	79,345	80,391
13	80,999	82,254	82,881	83,718	84,345	85,391

500

Year 4**2022-23 Clayton Teachers**

Salary Guide Step	BA	BA+15	BA+30	MA	MA+15	MA+30
1	51,551	52,806	53,433	54,270	54,897	55,943
2	52,051	53,306	53,933	54,770	55,397	56,443
3	52,551	53,806	54,433	55,270	55,897	56,943
4	53,301	54,556	55,183	56,020	56,647	57,693
5	54,051	55,306	55,933	56,770	57,397	58,443
6	55,951	57,206	57,833	58,670	59,297	60,343
7	58,253	59,508	60,135	60,972	61,599	62,645
8	60,853	62,108	62,735	63,572	64,199	65,245
9	64,453	65,708	66,335	67,172	67,799	68,845
10	68,353	69,608	70,235	71,072	71,699	72,745
11	72,453	73,708	74,335	75,172	75,799	76,845
12	76,599	77,854	78,481	79,318	79,945	80,991
13	81,499	82,754	83,381	84,218	84,845	85,891

500

Schedule A
Clayton Education Association
Salary Guides
July 1, 2019 – June 30, 2023

YEAR 1
2019-20 Clayton Secretaries

Salary Guide		
Step	10 Month	12 Month
1	30,480	35,662
2	30,730	35,954
3	30,980	36,247
4	31,230	36,539
5	31,397	36,734
6	31,837	37,249
7	32,472	37,992
8	33,042	38,659
9	33,612	39,326
10	34,182	39,993

~~JK~~ 5/22/19


JK 5/23/19

Schedule A
Clayton Education Association
Salary Guides
July 1, 2019 – June 30, 2023

YEAR 2
2020-21 Clayton Secretaries

Salary Guide

Step	10 Month	12 Month
1	31,182	36,795
2	31,432	37,090
3	31,682	37,385
4	31,932	37,680
5	32,099	37,877
6	32,539	38,396
7	33,174	39,145
8	33,744	39,818
9	34,314	40,491
10	34,884	41,163

 5/22/19
JQ 5/23/19

Schedule A
Clayton Education Association
Salary Guides
July 1, 2019 – June 30, 2023

YEAR 3
2021-22 Clayton Secretaries

Salary Guide		
Step	10 Month	12 Month
1	31,872	37,928
2	32,122	38,225
3	32,372	38,523
4	32,622	38,820
5	32,789	39,019
6	33,229	39,543
7	33,864	40,298
8	34,434	40,976
9	35,004	41,655
10	35,574	42,333

 5/22/19

JG 5/23/19

Schedule A
Clayton Education Association
Salary Guides
July 1, 2019 – June 30, 2023

Year 4
2022-23 Clayton Secretaries

Salary Guide

Step	10 Month	12 Month
1	32,515	39,018
2	32,765	39,318
3	33,015	39,618
4	33,265	39,918
5	33,565	40,278
6	33,865	40,638
7	34,500	41,400
8	35,070	42,084
9	35,640	42,768
10	36,210	43,452

~~JK~~ 5/22/19

JK 5/23/19

SCHEDULE B

Baseball - Assistant Coach	\$3,874
Baseball - Head Coach	\$5,677
Baseball - MS Coach	\$2,510
Basketball Boys - Assistant Coach	\$4,178
Basketball Boys - Head Coach	\$6,095
Basketball Boys - MS Coach	\$2,510
Basketball Girls - Assistant Coach	\$4,178
Basketball Girls - Head Coach	\$6,095
Basketball Girls - MS Coach	\$2,510
Bowling - Head	\$3,952
Cheerleading - Basketball (Winter)	\$3,952
Cheerleading - Football (Fall)	\$3,952
Cheerleading - MS - Basketball (Winter)	\$2,326
Cross Country - Head	\$3,952
Cross Country - MS	\$2,510
Field Hockey - Asst Coach	\$3,874
Field Hockey - Head Coach	\$5,677
Field Hockey - MS Coach	\$2,510
Football - Assistant Coach	\$4,773
Football - Assistant Coach	\$4,773
Football - Assistant Coach	\$4,773
Football - Assistant Coach	\$4,773
Football - Head Coach	\$7,451
Golf Coach	\$3,607
Soccer Boys - Assistant Coach	\$3,874
Soccer Boys - Head Coach	\$5,677
Soccer Boys - MS Coach	\$2,510
Soccer Girls - Assistant Coach	\$3,874
Soccer Girls - Head Coach	\$5,677
Soccer Girls - MS Coach	\$2,510
Softball - Assistant Coach	\$3,874
Softball - Head Coach	\$5,677
Softball - Middle School	\$2,510
Track Boys - Assistant Coach	\$3,874
Track Boys - Head Coach	\$5,677
Track Boys & Girls MS Coach	\$2,510
Track Girls - Assistant Coach	\$3,874
Track Girls - Head Coach	\$5,677
Track Indoor Coach	\$3,952
Volleyball Girls - HS Coach	\$3,952
Wrestling - Assistant Coach	\$4,178
Wrestling - Head Coach	\$6,095
Wrestling MS Coach	\$2,510


Art Club HS	\$1,728
Art Club MS	\$1,728
Band Director	\$5,381
Chorus - HS/MS	\$3,312
Class Advisor - Grade 10	\$2,510
Class Advisor - Grade 11	\$2,510
Class Advisor - Grade 12	\$2,510
Class Advisor - Grade 8	\$2,510
Class Advisor - Grade 9	\$2,510
Clipperettes- (Colorguard)	\$2,510
Dept. Chair - HS English	\$691
Dept. Chair - HS Math	\$691
Dept. Chair - HS Science	\$691
Dept. Chair - HS Social Studies	\$691
Dept. Chair - HS/MS V&PA/WL/Tech/Elec.	\$691
Dept. Chair - MS E/LA	\$691
Dept. Chair - MS Math	\$691
Dept. Chair - MS Science	\$691
Dept. Chair - MS Social Studies	\$691
Dept. Chair - Read 180	\$691
Dept. Chair - Special Education	\$691
Drama Club	\$1,728
Environmental Club HS/MS	\$1,728
Internship Coordinator (Guidance)	\$2,510
Literacy Club HS/MS	\$1,728
Musical HS Business Director	\$2,376
Musical HS Choreographer	\$2,376
Musical HS Drama/Costumes/Makeup	\$2,376
Musical HS Producer/Director	\$4,765
Musical HS/MS Sound/Light Coord/Stage	\$2,108
Musical HS Technical Director	\$2,857
Musical Middle School Director	\$2,238
National Honor Society HS	\$1,728
National Honor Society MS	\$1,728
Robotics Team	\$3,874
SADD Club	\$1,728
Sound/Light Coordinator (School Year)	\$2,108
Student Council HS	\$2,729
Student Council MS	\$2,326
Summer Band	\$1,728
Video Club	\$1,728
Weight Training	\$3,672
World Language Club	\$1,728
Yearbook Financial Advisor	\$4,052
Yearbook Publication Advisor	\$2,326

SCHEDULE B

ES Art Club	\$1,728
ES Dept. Chair - Kindergarten	\$1,856
ES Dept. Chair - First	\$1,856
ES Dept. Chair - Second	\$1,856
ES Dept. Chair - Third	\$1,856
ES Dept. Chair - Fourth	\$1,856
ES Dept. Chair - Fifth	\$1,856
ES Dept. Chair -BSI/Special Areas	\$1,856
Yearbook	\$2,448
Safety Patrol	\$2,326
ES Environmental Club	\$1,728
ES STEM Club	\$1,728

ATTEST:

CLAYTON BOARD OF EDUCATION:

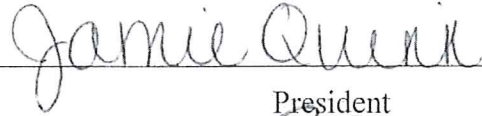


Paul Connell, President

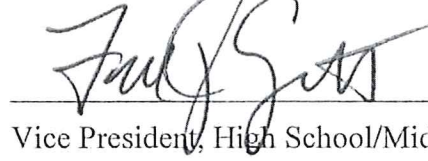


Fran Adler, Board Secretary

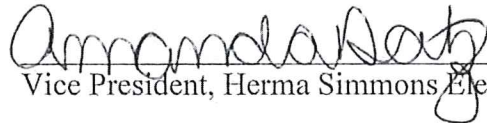
CLAYTON EDUCATION ASSOCIATION



President



Vice President, High School/Middle School



Vice President, Herma Simmons Elementary

**CLAYTON PUBLIC SCHOOL DISTRICT BOARD OF EDUCATION
EXCERPT
REGULAR MEETING
JUNE 25, 2019**

Regular Meeting convened at 7:00 p.m. in the Clayton Performing Arts Center to the Clayton High School Cafeteria, 350 E. Clinton St., Clayton, NJ 08312

IV. SCHOOL BUSINESS

On motion by Jeremiah Long, seconded by Steven Awalt and carried by voice vote with one abstention (Grafton on IV G), the Board took the following action:

Clayton Education Association Contract - Attachment IV G
approved the contract with the Clayton Education Association for the 2019-2020, 2020-2021, 2021-2022, and 2022-2023 school years

Respectfully submitted,



Frances Adler,
School Business Administrator/Board Secretary

This is a true excerpt of the minutes of the June 25, 2019 meeting of the Clayton Public School District Board of Education.



Frances Adler, School Business Administrator/Board Secretary