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Agreement Between

The Clinton Township Board of Education

And

The Clinton Township Education Association

July 1, 2021 – June 30, 2024

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#### **PREAMBLE**

This Agreement is entered into by and between the Board of Education of Clinton Township, Annandale, New Jersey, hereinafter called the "Board", and the Clinton Township Education Association, hereinafter called the "Association" or "CTEA".

This Agreement shall be effective as of July 1, 2021, and shall continue in effect through June 30, 2024.



## ARTICLE I RECOGNITION

1. The Board hereby recognizes the Clinton Township Education Association as the exclusive representative for collective negotiation concerning terms and conditions of employment of all the personnel listed below, which under, on leave, on a per diem basis who are on the salary guide, employed or to be employed by the Board, including full or part time:

Certified Teaching Staff Members
Teacher Assistants
Long Term Substitutes
School Guidance Counselors
Librarians
Nurses
School Psychologists
Learning Disabilities Teacher Consultant
School Social Worker
Occupational Therapist
Speech Therapist
Behavior Specialist
All Secretaries
Custodian and Maintenance Personnel

#### But excluding:

Supervisory Personnel
Per Diem Substitutes
Administrators
Summer Employees
Other District Office Confidential Secretaries
Business Office Staff
Technology Support Staff

- 2. Unless otherwise indicated the term "employee(s)", when used hereinafter in this Agreement will refer to all employees in the above-mentioned bargaining unit.
- 3. The term "Teacher(s)" will refer specifically to all certified professional employees employed as Teaching staff members only, not employed as Teacher Assistants.
- 4. The term "year" for purposes of the contract refers to July 1 June 30 unless otherwise specified.

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# ARTICLE II SCOPE OF AGREEMENT AND NEGOTIATION PROCEDURE

- 1. The parties agree to enter into collective negotiations over a successor agreement in accordance with Chapter 123, P.L. 1974. Such negotiations will begin in accordance with PERC rules in the calendar year preceding the calendar year in which this Agreement expires unless mutually agreed upon by both parties.
- 2. This Agreement represents and incorporates the complete and final understanding and settlement by the parties of all issues, which were or could have been the subject of negotiations. During the term of this Agreement, neither party will be required to negotiate with respect to any such matter, whether or not covered by the Agreement, and whether or not within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement, except that proposed new rules or modifications of existing rules governing working conditions shall be negotiated with the Association as may be required by N.J.S.A.34:13A-5.3.
- 3. This Agreement will not be modified in whole or in part by the parties except by an instrument in writing duly executed by both parties.
- 4. Nothing in this Agreement which changes pre-existing Board policy, rules, or regulations will operate retroactively unless expressly stated.
- 5. Any employee participating in negotiations, meetings, and conferences during normal school hours upon mutual agreement of the parties will be released from their assigned duties without loss of pay.
- 6. The rights granted to employees herein will be in addition to those granted by New Jersey statutes.



## ARTICLE III BOARD JURISDICTION

- 1. The Board hereby retains and reserves unto itself, without limitation, all power, rights, authority, duties, and responsibilities conferred upon and vested in it prior to the signing of this Agreement by the Laws and Constitution of the State of New Jersey and of the United States, including without limiting the generality of the foregoing, the following rights:
  - a. to the executive management and administrative control of the Clinton Township School District and its properties and facilities and the activities of its employees;
  - b. to hire all employees and subject to the provisions of law, to determine their qualifications and conditions for continued employment or assignment and to promote and transfer employees;
  - c. to suspend, demote, discharge or take other disciplinary action for good and just cause according to law;
  - d. to relieve employees from duties because of insufficient enrollment, or other reason deemed appropriate by the Board;
  - e. to take whatever actions may be necessary to carry out the program and objectives of the Board in situations of emergency;
  - f. to establish, modify, change, or abandon operating methods, to assure efficient and economical operation, or to subcontract same, subject to applicable laws and regulations;
  - g. to determine work schedules and hours, duties, responsibilities, and assignment of employees.
- 2. The exercise of the foregoing powers, rights, authority, duties, and responsibilities of the Board, the adopting of policies, rules and regulations, and practices in furtherance thereof, and the use of judgment and discretion in connection therewith will be limited only by the specific and express terms of this Agreement, and then only to the extent such specific and express terms hereof are in conformance with the Constitution and Laws of New Jersey and of the United States.
- 3. Nothing contained herein will be construed to deny or restrict the Board with respect to its powers, rights, authority, duties, and responsibilities under N.J.S.A. 18A:1-1, et seq., N.J.S.A. 40:1-1 et seq. and N.J.S.A. 40A:1-1 et seq., or any other national, state, county, district or local laws or regulations as they pertain to education.
- 4. It is understood that all employees will continue to serve under the direction of the Superintendent of Schools and in accordance with the Board and administrative policies,



rules and regulations, provided that the provisions of this Agreement will supersede and prevail over any conflicting provisions.



# ARTICLE IV ASSOCIATION RIGHTS

## A. Representation

- 1. The Association and its representative will have the right to use school buildings at reasonable hours for meetings. Permission of the Superintendent or designee will be required. Such permission will not be withheld unreasonably.
- 2. Posters or announcements pertaining to Association affairs will not be posted on bulletin boards in any area accessible to the public or to the students unless such have first been approved by the Superintendent.
- 3. The Association will have the privilege of using school facilities and equipment, when such equipment is not otherwise in use, with permission of the administrator, provided this will not interfere with or interrupt normal school operations. The Association will furnish all material and supplies to be used.
- 4. The Association will have, in each building, the exclusive use of a bulletin board. The building administrator will designate the location.
- 5. The Association will have the right to use the interschool mail facility and school mailboxes.
- 6. The President of the Association or the President's designee will be granted the time needed to attend the Hunterdon County Education Association President's Luncheon, with the approval of the Superintendent, represent members at legal hearings, and be relieved of one duty normally associated with the daily Teacher schedule. The duty will be agreed to by the building administrator and the President.
- 7. The Association will be permitted to transact official Association business on school property at reasonable times provided this would not interfere with or interrupt normal school operations or the duties of the employees.
- 8. Upon Board action the President of the Association or their designee will be given a prospective employee's years of credited experience by the business administrator. Upon request, the Board will provide the Association any information including but not limited to budgetary, financial, and personnel records that the Association has determined are necessary to negotiate and enforce the collective bargaining agreement as required by law.
- 9. The Board will allow five (5) school days per school year for the Association as a whole, for officers or representatives to conduct Association business, without loss of pay or time. The Association will reimburse the Board for the cost of a substitute if needed.

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## B. Representation Fee

Representation Fee shall mean the fee established pursuant to the demand and return system adopted as policy by the Association on March 12, 2003 and in accordance with and as permitted by P.L. 2002, Chapter 46, which amends P.L. 1079 c. 477.

1. Purpose of Fee

If an employee, covered under the bargaining agreement, does not become a member of the Association during any membership year (i.e. September 1 – August 31) which is covered in whole or in part by this Agreement, said employee will be required to pay a Representation Fee, only to the extent permissible by law, 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.

#### 2. Amount of Fee

At the onset of each membership year, the Association will notify the Board in writing of the amount of the regular membership dues and any other assessments charged by the Association to its own members for that membership year. The Representation Fee may not exceed 85% of the regular membership dues and assessments.

#### 3. Notification

- a. On or about January 1st of each year, the Association shall provide the Board with the names of employees who are required to pay the Representation Fee.
- b. Upon approval of Board minutes, a copy will be sent to the Association President and Membership Chair.

#### 4. Deduction Schedule

The Board will deduct from the salaries of the employees, covered under the bargaining agreement, that have not joined Clinton Township Education Association the full amount of the yearly Representation Fee, in equal installments, beginning with the first paycheck in February.

5. Objection to Amount of Association-Determined Representation Fee

If an employee does not accept the Association-Determined Representation Fee as a proper allocation of chargeable activities, he or she may challenge the fee before an impartial decision-maker by notifying NJEA by mail addressed to NJEA Representation Fee, 180 West State Street, P.O. Box 1211, Trenton, NJ 08607-1211, or by delivering such a notice to NJEA at said address.



## ARTICLE V TEACHER WORK DAY, WORK WEEK, WORK YEAR

- 1. The in-school work year for Teachers will not exceed one hundred eighty-six (186) days.
- 2. As professionals, Teachers are required to devote to their assignments the time necessary to meet their responsibilities. These responsibilities include:
  - a. Careful preparation for the normal workday;
  - b. Participation in school activities shall include: attendance at one open house per year; field trips, and one principal designated event per year not to exceed three hours.
  - c. For 8th grade Teachers:
    - 1. Participation in 8th grade promotional ceremony is their Principal-designated event.
    - 2. 8th grade Teachers will be allowed to leave on promotional ceremony day when the 8th grade students are dismissed.

However, nothing contained herein prohibits or limits the right of the Board from assigning the extra duties normally associated with the teaching profession within the normal workday. Such assignments shall be distributed equitably; be appropriate as to hours and number of assignments; and must be relative to the school program.

## 3. During the school year:

- a. The normal in-school workday, not including normal and traditional extracurricular activities of the teaching profession, shall consist of seven (7) hours.
  - School holidays include: Yom Kippur, NJEA Convention, Thanksgiving, Winter Recess, Martin Luther King Jr. Day, Presidents' Day, Spring Recess, and Memorial Day.
- b. All Teachers will indicate their presence in their building by signing in and signing out.
- c. The normal workday hours of the Teacher may be flexed whenever it is mutually agreeable to both the principal and the staff members. Upon approval of the Superintendent of Schools and the staff member's immediate supervisor, a Teacher may flex a normal workday.
- d. Teachers will be at their assigned stations as designated by the principal or designee at least twenty (20) minutes before the opening of the student school day.

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- e. On Fridays and days preceding all school holidays and education days listed in Paragraph 3a, the departure time may be reduced to ten (10) minutes or after all scheduled buses have departed, whichever is the later. School holidays include NJEA Convention, Thanksgiving, Winter Recess, Presidents' Day and Spring Recess, Yom Kippur, Martin Luther King Jr. Day, and Memorial Day.
- f. When school is in session the day prior to December 24th, the normal in-school workday for Teachers will be a minimum four-hour student day. On the days set forth herein, the departure time for Teachers and Teacher Assistants may be reduced to ten (10) minutes or after all scheduled buses have departed, whichever is later.
- g. Effective September 1, 2020, teachers working in more than one building during a school day will be provided with thirty (30) minutes for each trip travelling between buildings, except that travel time between the Spruce Run School and the Clinton Township Middle School will be limited to fifteen (15) minutes for each trip.
- 4. Teachers shall have a daily duty-free lunch period of thirty (30) minutes.
- 5. Teachers may leave their building during their duty-free lunch period without requesting permission providing they sign out before leaving and sign-in upon returning. It is understood that Teachers are to be at their assigned stations promptly upon completion of their duty-free lunch period.
- 6. Teachers will be required to remain after the end of the normal workday without additional compensation for the purpose of attending professional meetings as requested by the Superintendent or Administrator. The duration of such faculty meetings shall not exceed three (3) hours per month. Notification of meeting dates and duration will be given twenty-four (24) hours prior to meeting, except in an emergency. An agenda will be given to Teachers on the school day before any meetings. Teachers may have the opportunity to suggest items for the agenda if submitted three (3) school days prior to the meeting. Meetings, which take place after the regular in-school workday, will not be called on Friday or any day immediately preceding any holiday, except in an emergency.
- 7. In case of an emergency the designated person in charge of a building or district, may release a staff member before the end of the normal in-school workday. There will be no loss of compensation to the staff members provided that there are sufficient staff members available, in the judgment of the designated person, to adequately staff the facility.
- 8. Teachers shall have preparation periods of at least thirty (30) consecutive minutes for each full-length school day. The total shall be two-hundred seventy (270) minutes per six (6) full-length school days, the equivalent of forty-five (45) minutes per day. The length of preparation periods will be prorated on planned early dismissal days.
- 9. On the last day of school for Teachers, the workday will be a minimum four-hour student day providing children are present. Specific starting and ending times will be determined by the



Building Administrator or designee. All close-out procedures must be completed prior to the dismissal of each employee. In any contract year when all three (3) in-service days are used, the last two (2) days of school shall be a minimum four-hour student day.

- 10. Any new assignments beyond the seven (7) hour workday shall be paid according to the language of the contract and/or Schedule E.
- 11. Teachers and Teacher Assistants shall participate in Administration-directed professional development totaling the equivalent of six (6) days (not to exceed 42 hours) effective as of the 2020-21 school year. Any additional Administration-approved professional development time attended by any Teacher and/or Teacher Assistant will be counted toward the NJDOE's 20-hour annual requirement.
- 12. A Professional Development Committee comprised of representatives from each group in the recognition clause and District Administrators designated by the Superintendent shall meet at least two times in each academic year for the purpose of reviewing the Administration's calendar of professional development opportunities and to present recommendations for consideration by the Administration. To the extent possible, meetings shall be held by May 15 and October 15 in each academic year. The Association may designate one Association representative from each group to participate in each professional development committee meeting held provided the chosen representatives are qualified to discuss the topic(s) to be considered for professional development at that meeting. The Superintendent retains the right to determine the specific professional development opportunities to be offered to District staff.



## ARTICLE VI EMPLOYEE ASSIGNMENTS

## A. Employment Assignments

- 1. The Superintendent has the right to assign all personnel to their specific positions as necessitated by the requirements of the school system. The Superintendent will give notice of assignment to employees by June 1st, but reserves the right to change assignments when the requirements of the school system change. Those changes in the school system shall be articulated to affected employees by the Superintendent, or their designee, at the time that such employees are notified of changes in their assignment.
- 2.
- a. The Superintendent, during the school year, will post a notice of any vacancy to be filled at least seven (7) school days prior to the closing date for submitting applications for the position. An interview will be extended to any staff member within the district who qualifies for and who applies for said vacancy.
- b. Qualifications as used in this Article shall include:
  - (1) Professional preparation
  - (2) Experience
  - (3) Performance evaluations
  - (4) Proper certification

The position may be filled on an interim basis during the school year if the hired staff member is under contract for another position in the district.

#### 3. Vacancies

- a. A vacant position exists when a regular contract position becomes available because of the death, retirement, transfer, or termination of an employee, or when a new position has been created.
- b. A vacancy does not exist when the number of positions or assignments in a building, grade level or department is being reduced, until all tenured staff affected by such a reduction are assigned or reassigned to available positions.
- c. A vacancy does not exist when an employee, on paid leave of absence, has a reasonable expectation to return to the position. The Superintendent may fill the position on an interim basis with per diem or long-term substitute.

#### 4. Other Vacancies

a. Any staff member desiring a change in grade, subject, or building assignment for the upcoming year will file the written request by April 15th with the Superintendent.



- b. During the summer, the Board will provide District-wide email notification of existing vacancies.
- c. For positions becoming vacant during summer vacation, employees may file a letter requesting consideration should a position open. This letter must contain the following information:
  - 1. Position desired
  - 2. Summer address
  - 3. Summer telephone number

## B. Transfers and Reassignments

- 1. A transfer is the voluntary or involuntary movement of an employee. A transfer, whether voluntary or involuntary, only occurs after the procedures outlined in Sections C (voluntary transfers); and D (involuntary transfers) have been followed. The right of determination to transfer an employee is vested in the Board of Education.
- 2. The parties recognize that transfers may occur as an instrument for professional growth.
- 3. Teachers who are required by the Administration to pack up the contents of their classrooms because of transfer, reassignment, or construction, shall be provided with a packing stipend in the amount of \$100.00. Teachers who are subsequently required by the Administration to unpack the contents shall receive an unpacking stipend in the amount of \$100.00. Dates for packing and unpacking will be considered in consultation with Teacher by the Superintendent and Principal.
- 4. All materials, supplies, furniture or equipment to be moved with the transfer or reassignment, shall be moved at the expense of the employer.

#### C. Voluntary Transfers

- 1. No later than five (5) working days following the official notification of a vacancy in the district all members of the unit shall receive notice, by posting the same in a conspicuous place, regarding the opening. Each notice will bear the date of the posting.
- 2. Employees who desire a change in assignment or who desire to transfer to another may file a written statement of such preference at any time with the Superintendent of School. Such statement shall include the present position and the assignment to which he/she desires to be transferred.
- 3. In the determination of requests for voluntary transfer, the wishes of the individual employee shall be considered to the extent that the transfer does not conflict with the best interest of the school system.



## D. Involuntary Transfers or Assignments

- 1. Prior to public announcement, the building principal or supervisor will meet with the employee to discuss the professional reasons for the transfer.
- 2. Upon notification of an involuntary transfer, the employee may initiate a meeting within three (3) days with his/her supervisor to discuss the professional reasons for the transfer.
- 3. In the event of an involuntary transfer or reassignment, at least two-weeks' notice shall be given to allow the employee the time needed to prepare for the transfer or reassignment. The Superintendent reserves the right to make a transfer or reassignment with less than two-weeks' notice due to operational or legal requirements. In such a case, the employee will be provided with as much advance notice as is reasonably practicable, as well as with an explanation of the reasons for receiving shortened notice.

## E. Mentoring

- 1. The Board and the Association agree to participate in the State Teacher Mentoring program. Any Teacher who wishes to participate in the State Mentoring Program as a mentor will apply to the Superintendent of Schools before May 15th.
- 2. In accordance with state law, all first-year novice Teachers, including Special Education Teachers and Alternate Route Teachers, shall be mentored.
- 3. The Superintendent of Schools or his/her designee shall select mentors.
- 4. All vacancies for mentoring positions shall be posted via email as early as the district is aware of its need. The postings shall include the qualification for the position.
- 5. An annual stipend will be paid to mentor Teachers who provide mentoring services to a traditional route novice teacher.
- 6. An annual stipend (for Phases II and III combined) will be paid to mentor Teachers who provide mentoring services to an alternate route novice teacher.
- 7. All mentor teacher stipends are payable on a per novice teacher basis.
- 8. If two or more mentor Teachers provide mentoring services for the same novice Teacher, the stipend amounts listed below will be divided proportionately amongst all individuals involved.
- 9. If a mentor Teacher performs mentoring services for less than the entire school year, the annual stipend shall be divided proportionately amongst all mentors who provided mentoring services to the novice Teacher.



10. The Mentee shall pay for the cost of the mentors at the rate established by the State. The cost to mentor a novice Teacher shall not exceed the State rate.

## F. New Initiatives

The parties acknowledge their understanding that new school and district initiatives necessitate increased time and effort for staff members. The Board agrees to make every effort possible to provide to staff members adequate time to work on any new initiatives.



## ARTICLE VII TEACHER ASSISTANTS

- A. Teacher Assistants shall be assigned duties in keeping with the job description. Other duties may be assigned, excluding Lead Teacher responsibilities, including but not limited to:
  - 1. Class/student coverage
  - 2. Cafeteria duty
  - 3. Recess Supervision
  - 4. Playground supervision
  - 5. Bus duty: Teacher Assistants assigned to bus duty will be compensated for each 1/2 hour spent on duty beyond the normal seven-hour work day. Compensation can take the form of prorated hourly pay, release time, or flex time.
  - 6. Teacher Assistants who hold a substitute certification and are asked to act in that capacity, will be compensated at the substitute daily rate, provided it is higher than their contractual daily rate.
  - 7. Teacher Assistants who hold a Registered Behavior Technician (RBT) certification and are assigned to perform job duties required by the RBT certification e.g. providing interventions and data collection to support behavioral therapy plans for students under the supervision of a Board Certified Behavior Analyst (BCBA) shall receive a stipend when acting in that capacity. The stipend shall be \$350 when acting in that capacity for Quarter 1 and/or Quarter 2 and \$350 when acting in that capacity for Quarter 3 and/or Quarter 4.
  - B. Work Year, Work Week, Work Day
    - 1. The in-school work year for Teacher Assistants will not exceed one hundred eighty-six (186) days.
    - 2. When school is in session the day prior to December 24th, the normal in-school workday for Teacher Assistants will be a minimum 4-hour student day.
    - 3. On the last day of school for Teacher Assistants, the workday will be a minimum 4-hour student day.
    - 4. Teacher Assistants' work day shall consist of seven (7) hours, beginning at least 20 minutes before the opening of the pupil school day. Assistants shall indicate their presence in their signing in and signing out on the sheet provided by the building.



- 5. The normal workday hours of the Teacher Assistant may be flexed whenever it is mutually agreeable to both the principal and the Teacher Assistant, including job sharing.
- 6. The departure time for Teacher Assistants not assigned to bus duty, may be reduced to ten (10) minutes on Fridays and days preceding school holidays.
- 7. Teacher Assistants are invited, but not required, to attend faculty meetings held after a normal workday.
- 8. Teacher Assistants are required to participate in in-service training and faculty meetings held within the normal workday.
- 9. Teacher Assistants, including those assigned to one student, shall have a daily duty-free lunch period of thirty (30) minutes. Teacher Assistants may leave the building during their duty-free lunch period without requesting permission providing they sign out before leaving and sign in upon returning. Teacher Assistants are to be at their assigned stations promptly upon completion of their duty-free lunch period.
- 10. If feasible, Teacher Assistants shall be provided planning opportunities with the lead Teacher or the Inclusion Teacher.
- 11. If a substitute is hired for a Teacher Assistant, the Teacher Assistant will provide direction for the substitute, including directions for all ancillary duties.

## C. Compensation

- 1. Teacher Assistants shall be compensated in accordance with the Teacher Assistant salary schedule.
- 2. Reimbursement for maintenance of RBT certification for all teaching assistants who have RBT certification.



## ARTICLE VIII SECRETARIES

#### 1. Work Schedules

- a. The periods of work and hours required of the secretarial staff will be clearly specified by the building administrator to ensure the smooth and regular operation of the district.
- b. Secretarial personnel will indicate their presence for duty by signing in and signing out whenever they enter or leave the building.
- c. Secretarial personnel will be permitted to leave the building during their duty-free lunch break.
- d. From September 1st to June 30th full-time employment is seven and one-half (7 1/2) hours per day, five (5) days per week, including one-half (1/2) hour for lunch.
- e. From July 1st until the first scheduled day for teaching staff to report, excluding the Friday before Labor Day, full-time employment is eight (8) hours per day, Monday-Thursday, including one-half (1/2) hour for lunch.
- f. Building office staff will not report to work when schools are closed for bad weather.

## 2. Call-in Pay and Overtime

- a. Any secretary asked to return to work outside of the district's normal business hours will be paid a minimum of two (2) hours at one and one-half (1 1/2) times the secretary's regular hourly rate.
- b. Any secretary asked to work as a secretary outside of the secretary's regularly scheduled hours will be paid at the secretary's regular hourly rate until the secretary reaches forty (40) hours of work that week, in which case any hours in excess of 40 hours per week will be paid at one and one-half (1 1/2) times the secretary's regular hourly rate.
- c. For the purpose of determining overtime, the following will count as days worked: holidays, paid sick days, paid personal days, and paid vacation days.

## 3. Holidays

a. Secretarial personnel will be entitled to the following paid holidays provided the schools are closed on these days. If the schools are open on any of the days listed below, alternate days will be designated in the school calendar.

Labor Day Yom Kippur





NJEA Recess - 2 days
Thanksgiving Day
Day following Thanksgiving
Winter Recess
Martin Luther King Jr. Day
Presidents' Day - 2 days
Spring Recess
Memorial Day
Independence Day (12-month employees only)

- 4.
- a. When school is in session the day before Thanksgiving and/or the day prior to December 24th, the normal work day for secretaries will consist of five and one-half (5 1/2) hours or until all school buses assigned to their building have returned to the bus garage or completed the assigned route.
- b. Secretaries shall not be required to work during winter and spring recesses.
- 5. Twelve (12) month secretaries' vacation schedule
  - a. The following vacation schedule will apply to twelve (12) month secretaries only. Vacation time shall be based on the maximum years of service that will be reached in the current school year. Such time shall be made available beginning July 1st of that school year. Vacation will be scheduled in conjunction with work schedules and requirements and will be subject to the approval of the immediate supervisor. Such approval will not be arbitrarily withheld. Ten (10) month secretaries will not be eligible for vacations.

#### b. Schedule below:

Years of Service in District	Weeks of Vacation
1-11 months	Pro-rated at .833 days per month worked through June 30.
1 through 5 years	2 Weeks
6 through 11 years	3 Weeks
12 through 19 years	4 Weeks
20 years or more	5 Weeks

c. A maximum of two (2) weeks' vacation may be taken when school is in session with the approval of the immediate supervisor and the Superintendent. Approval may be withheld the first three (3) weeks in September and the last three (3) weeks of school.

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- d. New twelve (12) month secretaries are entitled to vacation on a pro rata basis.
- e. Secretarial personnel who transfer from ten (10) to twelve (12) month positions within the school district will be credited for all years of service.
- 6. New hires shall be placed on the guide according to their experience, which shall be determined as follows: (one for one) total years' experience in a school office setting and (one for two) in a corporate or business office setting. At the discretion of the Superintendent of Schools, placement on the salary guide may be at a lower level.

# ARTICLE IX CUSTODIAL/MAINTENANCE

#### A. Work Hours

- 1. The Board reserved the right to specify the working hours and building assignments for Custodial/Maintenance employees.
- 2. Custodial/Maintenance employees will indicate their presence for duty by signing and submitting a weekly time sheet.
- 3. Custodial/Maintenance employees will work eight (8) hours per day, five (5) days per week, including one-half (1/2) hour for lunch. The Board reserves the right to include Saturday as one of the working days of the week.
- 4. All Custodial/Maintenance employees must report to work on emergency closing days unless otherwise notified.
- 5. A Custodial/Maintenance employee asked to return to work outside of the district's normal business hours for an alarm call shall be paid double the hourly rate for each hour on the job, but under no circumstances shall the employee be paid for less than one (1) hour.
- B. Uniform, Shoes, and Safety Belt Allowance vendor and list to be determined by the board.
  - 1. A uniform is defined as two types of shorts or pants; short-sleeve tee, long sleeve tee and sweatshirt and a pair of equivalent safety shoes not to exceed \$100 per contract year. By July 1st of each year, Custodial/Maintenance employees, after the initial hire issuance, shall be entitled to receive six (6) new uniform items (shirt and/or pants) for summer and six (6) new uniform items (shirt and/or pants) for winter, and a winter coat/jacket, replaced every three years, which they are required to wear while on duty.
  - 2. The safety shoes and safety belt will be worn/used by the Custodial/Maintenance employees when necessary for work, as directed by the Supervisor of Buildings and Grounds.
  - 3. The Board will make available at each school, rubber boots to be used by employees when working with chemical floor cleaners.

## C. Holidays

Custodial/Maintenance employees shall be entitled to the following paid holidays provided the schools are closed on these days. If the schools are open on any of the days listed, alternative days will be designated in the school calendar. If any paid holiday falls on a weekend, a floating holiday will be granted to each Custodial/Maintenance employee to be



taken on a day to be mutually agreed to by the Custodial/Maintenance employee and the Supervisor of Buildings and Grounds.

New Year's Eve
New Year's Day
Presidents' Day (1 day)
Good Friday
Memorial Day
Independence Day
Labor Day
NJEA Convention (1 day)
Thanksgiving (2 days)
Christmas Eve
Christmas Day

In addition to the days set forth, Custodial/Maintenance employees shall be entitled to two (2) floating holidays to be taken on a day to be mutually agreed to by the Custodial/Maintenance employees and the Supervisor of Buildings and Grounds.

## D. Vacations/Personal Days

Custodial/Maintenance employees shall be entitled to paid vacation in accordance with their years of service for the Clinton Township School District as set forth below:

Years of Service in District	Weeks of Vacation
1-11 months	Pro-rated at .833 days per month worked through June 30.
1 through 5 years	2 Weeks
6 through 11 years	3 Weeks
12 through 19 years	4 Weeks
20 years or more	5 Weeks

Vacation time shall be based on the maximum years of service that will be reached in the current school year. Such time shall be made available beginning July 1st of that school year. Vacation will be scheduled in conjunction with work schedules and requirements and will be subject to the approval of the Supervisor of Buildings and Grounds.

## E. Salary and Experience

1. Custodial/Maintenance employees shall be paid according to Custodial/Maintenance Salary Guide. New hires shall be placed on the guide according to their experience, at the discretion of the Superintendent of Schools.



2. All custodians shall be required to obtain a Black Seal license within the first year of this contract or the first year of employment. The Board shall reimburse the cost for custodian to obtain a Black Seal license.

### 3. Overtime

- a. Overtime will be assigned on a rotating basis to and among the employees regularly assigned to the building in question, except in order to comply with State Black Seal license requirement or the skill required for the job. An employee who is skipped in rotation will have their name placed at the top of the list unless they decline overtime option. In which event, overtime will be offered to a licensed employee in that building or if necessary, to another licensed employee of the school district.
- b. Any employee not wishing to work overtime may so inform his/her supervisor in writing, and thereafter will be eliminated from overtime assignment except as noted in Paragraph E-4.4 below.
- c. Custodial/Maintenance employees <u>may not refuse</u> overtime in emergency situations or where the school premises will be left unattended or understaffed.
- d. An employee may not work overtime unless approved and assigned by the immediate supervisor.
- e. Custodial/Maintenance employees shall be paid an overtime hourly rate of one and one-half (1 1/2) times their hourly rate as calculated by dividing two thousand eighty (2080) hours (40 hours per week) into their annual salary.
- f. Custodial/Maintenance employees shall receive the said overtime rate for all hours worked beyond forty (40) hours Monday through Saturday.
- g. On Sunday, Custodial/Maintenance employees shall be paid an overtime hourly rate of two (2) times their hourly rate.
- h. For the purpose of determining overtime, the following will be considered as days worked: holidays, paid sick days, paid personal days, and paid vacation days.
- 4. Reimbursement for renewal of boiler license.



# ARTICLE X EVALUATION

The parties agree that the following provisions will be in accordance with applicable state law and regulation.

- 1. All monitoring and observation of the work performance of Employees, as related to the school program, will be conducted openly.
- 2. It is understood that monitoring and observation of the work performance of Employees, as related to the school program, is conducted continuously during the school year by the administration.

## 3. Required Observations

- a. Tenured employees shall be observed by a member or members of the administrative staff at least once per year.
- b. Non-tenured employees will be observed by a member or members of the administrative staff at least three (3) times a year. At least one (1) observation will be completed between October 1st and November 15th. The second required observation will be completed between November 16th and January 31st. The third required observation will be completed between February 1st and March 31st.
- c. A pre-observation conference will be held prior to two (2) of the three (3) required observations.
- d. All observations should be long enough to enable the employee to demonstrate the full activity being observed. An observation can be conducted for a shorter period of time if it is explicitly intended to focus only on a particular element of the lesson.
- e. All employees shall be given a copy of any observation report prepared by a member or members of the administrative staff one day before a conference is held. The observation write-up shall be returned to the observed employee no later than ten (10) school days after the post-observation conference.
- f. Employees are required to sign observation and evaluation report forms, which indicate acknowledgment of the report. The employees shall have the right to submit an explanation or other written statement regarding any evaluation for inclusion in their personnel file. The absence of comments by the employee shall indicate agreement with the evaluation. The Employer shall sign and reply acknowledging receipt of same. Employees will not be required to sign blank or incomplete report forms.
- g. All employees will receive a year-end evaluation.
- h. The observation/evaluation reports will include references to the commendations and recommendations of the employee being evaluated.



i. All observations and evaluation report forms will be placed in the central administrative office files.



## ARTICLE XI GRIEVANCE PROCEDURE

#### A. Definitions

- 1. A grievance shall mean a formal complaint instituted by an employee(s) or the Association based upon the interpretation, application, or violation of this Agreement. Grievances filed under this definition may be appealed through binding arbitration procedure.
- 2. A grievance may also mean a formal complaint by an employee(s) or the Association that there has been a loss or injury as the result of administrative decisions, which affect the terms of this contract or the interpretation, application, or violation of the policy manual of the Clinton Township Board of Education. Grievances filed under this definition, which apply to written Board policy, may be appealed only through the Board level of this procedure.
- 3. An aggrieved person is the employee(s) or the Association making a formal complaint. The name of the aggrieved employee(s) will be included on the grievance form when the grievance is submitted.

## B. Purpose

- 1. The purpose of the grievance procedure is to secure, at the lowest possible level, solutions to the grievances, which may arise from time to time affecting terms and conditions of employment.
- 2. The number of days indicated at each level should be considered a maximum and every effort should be made to expedite the process.
- 3. All days referred to in this procedure will be work days. Work days when used in this Article refer to days when school is in session, and during the summer, to days when the Central Office is open for the transaction of business, whether or not students or employees are in attendance.

## C. Representation:

1. The aggrieved person(s) may be represented at all levels of the grievance procedure in person, or may opt to have a representative selected or approved by the Association. In grievances where the aggrieved person opts to be their own representative, the Association shall be entitled to be present and to state the views of the Association. The aggrieved person(s), Board, and school administration shall have the right to have present consultants and/or advisors of their choice. The Board will not be responsible for the salaries of the consultant and/or advisor of the aggrieved person.

2. While any grievance is pending, employees will continue to observe all assignments and applicable rules and regulations of the Board until such grievance and any effect thereof will have been fully determined.

#### D. Procedure:

- 1. Forms for filing grievances may be obtained from the faculty representative in each building.
- 2. Failure at any level of this procedure to communicate the decision on a grievance within the specified time limits listed in the procedure, will allow the aggrieved person to proceed to the next level permitted. Failure at any level of this procedure to appeal a grievance to the next level permitted, within the specified time limit (in work days) will be deemed an acceptance of the decision rendered at that level.
- 3. It shall be general practice to process grievances during times that do not interfere with assigned duties of the employees. In the event the Board and the arbitrator agree to hold the proceedings during regular working hours, an aggrieved person and their Association representative, participating in any level of the grievance procedure with any representative of the Board, will be released from their assigned duties without loss of salary.
- 4. If the grievance arises from the action of an authority higher than the school principal, the grievance may be initiated at the Superintendent level.
- 5. A grievance will be processed according to the established time lines unless the parties mutually agree, in writing, to extend the time line.
- 6. The times, dates, and locations for the arbitration hearing and decision will be set by agreement of the arbitrator, the Association, and the Board.
- 7. The decision of the arbitrator shall be submitted to the Board and the Association, and shall be binding on both parties.
- 8. All documents, communications, and records dealing with the processing of a grievance will be filed in a separate grievance folder and will not be kept in the personnel folder of any participant.

### E. Levels in the Procedure:

- 1. Level One: Within twenty (20) work days of its occurrence, an employee with a grievance will discuss it with his/her principal or immediate supervisor, either directly or through the Association's designated representative, with the objective of resolving the matter informally.
- 2. Level Two: If as a result of the discussion, the matter is not resolved to the satisfaction of the employee within five (5) work days, he or she may set forth the grievance in writing to the Principal on the grievance forms provided. The Principal



- will communicate a decision to the grievant in writing within five (5) work days of receipt of the written grievance.
- 3. Level Three: The employee, no later than five (5) work days after receipt of the Principal's decision, may appeal the Principal's decision to the Superintendent of Schools in writing and attach the original grievance paperwork. The Superintendent shall attempt to resolve the matter quickly, but within a period not to exceed ten (10) work days. The Superintendent shall communicate his or her decision in writing to the employee and to the Principal, or to the Association on behalf of the employee.
- 4. Level Four: If the grievance is not resolved to the grievant's satisfaction, he or she, no later than five (5) work days after the receipt of the Superintendent's decision, may request a review by a committee of the Board of Education. The request will be submitted in writing through the Superintendent of Schools, who shall attach all related papers and forward the request within five (5) work days to the Board of Education. The Board's committee shall review the grievance and shall, at the option of the Board, hold a hearing with the Association representative and render a decision in writing within twenty-five (25) work days of the Board's receipt of the grievance.
- 5. Level Five: If the Association is dissatisfied with the decision of the Board of Education and only if the grievance pertains to an alleged violation of the Agreement, the Association may request the appointment of a mutually agreed upon Arbitrator. This request must be made in writing within ten (10) work days, and must be made to the Board of Education Secretary. A mutually agreed upon arbitrator will be selected, and acceptance by both parties will be stated in writing, or the selection will proceed in accordance with the rules and regulations of the Public Employment Relations Commission.
- 6. The arbitrator shall be limited to the issues submitted and shall consider nothing else. The arbitrator can add nothing to nor subtract anything from the Agreement between the parties. The arbitrator is not precluded, however, from relying on past practice if needed to interpret ambiguous contractual provisions.

## ARTICLE XII LEAVES AND ABSENCES

#### 1. Sick Leave

- a. Sick leave will be granted only as the result of personal disability due to illness or injury. Employees hired after the opening of schools will have sick days pro-rated at one (1) per month or partial month worked. All full-time employees will be granted one (1) sick day per month or partial month worked up to a maximum of ten (10) days per year for ten (10) month employees and twelve (12) days per year for twelve (12) month employees. Sick leave will be cumulative with no maximum limit. Documentation of acceptable reasons to use earned sick leave shall be provided to HR for any sick leave of three (3) consecutive days or longer. Part-time employees will be granted sick leave on a pro-rated basis of hours worked.
- b. All employees will be given a written accounting of accumulated vacation days, sick leave and personal leave no later than September 15, as applicable.

#### 2. Bereavement Leave

- a. In case of death of a member of the immediate family. "Family" as herein used means parents, spouse, brother, sister, children or adopted children, grandchildren, grandparents, mother-in-law, father-in-law, son-in-law, daughter-in-law, stepchild, stepparent, domestic partner of an employee or the death of a relative who lived in the household of the employee. Such employee will be excused without loss of pay or sick leave for a period not to exceed five (5) days. The Board may extend leave in the case of the death of a child or spouse. The five days will begin the day the employee leaves. Such leave may not be cumulative and will exclude Saturday, Sunday, and all legal holidays.
- b. One day per year, other than listed in (a) above will be granted to attend a funeral. Such leave will not be cumulative.
- c. The Board of Education and Association acknowledge and agree that there may be extenuating circumstances requiring bereavement leave in excess of the number of days set forth herein. In such a case, the employee may request from the Superintendent of Schools permission to take additional days, with or without pay, as determined by the Superintendent of Schools. The consent of the Superintendent of Schools will not be unreasonably withheld.
- d. Part-time employees will receive pro-rated benefits in this paragraph when employee works fewer days than full-time employees.

## 3. Jury Duty

If an employee is called to jury duty, or subpoenaed to appear as a witness in court, the employee will receive full pay from the district for the duration of the required service.

#### 4. Personal Leave

- a. Two (2) personal days per academic year cumulative to five (5) days for ten (10) month employees and three (3) personal days for twelve (12) month employees cumulative to seven and one half (7 1/2) may be granted entirely at the discretion of the Superintendent, provided the employee requesting the personal days states to the Superintendent the activity is such that it requires the employee's absence during the scheduled workday and is of such a nature that it cannot be attended to at times other than the employee's scheduled workday. Part-time employees will be granted personal leave on a pro-rated basis of hours worked.
- b. Application for personal leave must be submitted in writing at least three (3) work days in advance (except in cases of emergencies as determined by the Superintendent).
- c. Personal leave on days immediately preceding or following scheduled school holidays, and the first and last days of the school year will be granted for extenuating circumstances at the discretion of the Superintendent.
- d. The Superintendent retains the right to deny a request for leave if insufficient employees are available to adequately staff the school.
- e. An employee with unused personal days may have the option of converting the days into family illness days accruable to ten (10).

#### 5. Sick Leave Bank

A Sick Leave Bank has been established to provide compensable level coverage to bargain unit members who are absent for an extended period due to catastrophic illness or injury. Benefits are only accessible to members who participate.

The Bank shall operate in accordance with the following rules and regulations:

- a. The sick bank shall be administered by a committee which shall be comprised of three members selected by the board of education and three members selected by the majority representatives of those employees of the board who are eligible to participate in the sick leave bank.
- b. A unit member may participate in the Sick Leave Bank by giving written notice to the Business Office of the desire to donate one (1) or more Sick/Personal Days to the Bank. Statutory sick days are not eligible for donation in the year in which they are earned.
- c. Employees shall have the opportunity to contribute to the Sick Leave Bank from September 1st to November 1st of the school year. The contributed day will be deducted from the employee's Sick/Personal Days.

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- d. The Sick Leave Bank shall be available only to those members who have exhausted all earned and accumulated leave time (e.g. vacation, sick, personal days) as recommended by the committee and approved by the Board.
- e. The participating member will be allowed to use up to one hundred twenty (120) days of the accrued days.
- f. When the Sick Leave Bank falls below sixty (60) days, each member will again contribute one Sick Leave/Personal Day.
- g. By July 1st of each year of the contract, the Association will be given the total number of days in the Sick Leave Bank, total days donated and total days used. Names of all members of the Sick Leave Bank shall be given to the Association.

#### 6. Leaves of Absences

Leaves of Absence may be granted to tenured employees having served ten (10) years in the district. Such employees may request a leave of absence for one or two years. All requests for leaves must be made in writing to the Superintendent by April 30th preceding the academic year for the request.

Time spent on leave granted in paragraph 6 will not be considered in determining salary or benefits, except as required by law or when, upon the opinion of the Superintendent and approval of the Board, the work or study experience obtained while on leave is directly applicable to the Teacher's teaching responsibilities and is at least equivalent to the experience that would have been gained had the Teacher remained in active employment by the Board.

## 7. Emergency Leave of Absence

A request for an Emergency Leave of Absence will:

- a. be made in writing to the Superintendent at least thirty (30) days prior to effective date of leave, except in case of serious personal illness;
- b. indicate reason for such leave;
- c. indicate the approximate length of leave;
- d. comply with the proper authorization as requested by the Board, such as a doctor's certificate.

The time of emergency leave granted to tenured employees will be from one month to the end of the school year, with extension at the discretion of the Board.

8. Disability Leaves (Including Maternity)



- a. An employee who anticipates a disability shall notify his/her immediate supervisor in writing of the anticipated commencement of the disability as soon as the employee knows of it.
- b. In the case of pregnancy, the employee shall inform the supervisor of the anticipated delivery date.
- c. No later than ninety (90) days prior to the anticipated delivery date, the employee shall request a leave of absence while she is disabled, for which accumulated sick leave may be utilized.
- d. The Board reserves the right to regulate the commencement and termination dates of anticipated disability leaves in order to preserve educational continuity (as permitted by the Federal Family and Medical Leave Act and the New Jersey Family Leave Act). 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 this Agreement and the rules of the insurance carrier. However, time spent on unpaid leave shall not be counted for accrual of any benefits.
- e. The Board may require as a condition of the employee's return to service the production of a certificate from the employee's physician certifying that the employee is medically able to resume his/her duties. Any dispute requiring additional documentation is governed by the Federal Family and Medical Leave Act and/or state law including the New Jersey Family Leave Act.

#### 9. Child Care Leaves

- a. Child care leave is available to eligible employees either through the Federal Family and Medical Leave Act, New Jersey Family Leave Act, or through the provisions of this Article, except as provided in the Child Care Leave.
- b. Contractual childcare leave shall begin immediately upon, a) the termination of the disability leave defined above, or b) on September 1st or February 1st.
- c. Contractual childcare leave shall terminate at the end of the school year in which the leave was granted. For tenured Teachers only, an extension of child care leave beyond the semester in which the leave is granted may be extended for one school year provided an application in writing is made prior to April 1st of the academic year preceding the year in which the leave is to be taken. Extensions, or other adjustments to the duration of the leave, shall be at the full discretion of the Board.
- d. An employee desiring an unpaid leave shall apply no less than ninety (90) calendar days before the anticipated delivery date of the child. In the case of adoption, notice shall be given to the employee's supervisor when the adoption is approved by the adoption agency. In cases of adoption, application shall be made for a specific leave period as soon as the employee is informed of the custody date.



- e. Contractual unpaid childcare leave is available to employees who fulfill the requirements set out above. Approval of leave is conditioned upon adequate staffing as determined by the Board. No request will be disapproved arbitrarily, discriminatorily or capriciously.
- f. To be eligible for a salary increment and credit toward longevity payments and sabbaticals, employees must work at least ninety (90) days in the school year that the leave commences or terminates.
- g. An employee on a voluntary unpaid leave of absence shall not be eligible to either receive or accrue benefits except as statutorily required. The employee may continue coverage at his or her own expense, in accordance with the rules of the insurance carrier.
- h. To be eligible for a new child care leave, an employee must have been actively employed in the district for the full academic year or calendar year prior to the requested leave, or as required by law.

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# ARTICLE XIII ANCILLARY BENEFITS

- 1. The Board will provide health care insurance coverage to all eligible employees and their dependents under the School Employees' Health Benefits Program (SEHBP) or other carrier.
  - a. For employees hired before July 1,2020,the Board agrees to provide a level of benefits within the plan equal to or better than NJ Direct 15 and a prescription plan equal to or better than Benecard 1000. Contributions for Direct 15 plan will continue to be calculated as a percentage of premium as specified in the Agreement. An eligible employee may select a less expensive health care plan, as created pursuant to c.44 and pay the percentage of salary required under c.44 plans, or may elect to buy up to a more expensive health care plan by paying the difference between the premium for the NJ Direct 15 and the more expensive plan with such additional amount being collected by regular salary deduction. Employees who fail to affirmatively select a plan or to waive coverage will be enrolled in NJEHP.
  - b. For eligible employees hired on or after July 1, 2020, the Board shall offer only c.44 plans and eligible employees may choose a c.44 plan and contribute the percentage of salary required by c.44 under those plans or waive coverage.
  - c. An employee must work a minimum of twenty-five (25) hours per week to qualify for this insurance coverage. An employee may continue in the State Health Benefits Program after retirement in accordance with the rules of the State Division of Pensions.
- 2. The Board will provide full single dental coverage to all full-time employees under the Horizon Blue Cross Blue Shield Dental Plan. The Board will make available dependent dental insurance coverage which shall be paid for by the employee. Employees must work a minimum of twenty-five (25) hours per week to qualify for dental coverage.
  - a. There will be a \$5.00 co-pay charge per month for all employees electing single dental coverage.
  - b. The filing period for submitting claims will be six months.
  - c. Periodic exams and x-rays will be included in the dental insurance at 100% of the reasonable and customary fee. Crowns will be included at 50% of the reasonable and customary fee.
- 3. The Board will provide \$100 per family per school year for optical exams or devices. The Board office will provide forms for the submission of claims.
- 4. The Board will provide full funding for an Employee Assistance Program.
- 5. Employees shall have the option of participating in the Section 125 Flexible Spending Accounts Program.

- a. The Section 125 Flexible Spending Accounts Program will be offered to the employees in accordance with the Board of Education's programs.
- 6. Beginning with the next open enrollment period following enactment of this Agreement, all members will pay the following percentages of their respective health care premiums:

Salary Range	Percent of Premium Contribution
Under \$34,999.99	4%
\$35,000-\$44,999.99	6%
\$45,000-\$54,999.99	8.5%
\$55,000-\$64,999.99	12%
\$65,000-\$74,999.99	16%
\$75,000-\$84,999.99	18%
Over \$85,000	22%

If at any time during the term of this Agreement, laws are enacted that affect premium contributions, the parties agree to be bound by such enactment at the time.



# ARTICLE XIV COMPENSATION

- 1. The salaries of all employees covered by this Agreement are set forth in attached schedules.
- 2. All certified Teachers will be initially placed on the guide according to their educational qualifications and years of teaching experience. The Superintendent shall have sole discretion to place an incoming employee on the salary that is lower than where the employee would otherwise be placed based on the employee's years of experience.
- 3. Child Study team, Nurses, Teacher Assistants and guidance personnel will initially be places on the guide at a step to be determined by the Superintendent and approved by the Board. However, no Teacher Assistant will be placed at a higher step on the guide than an existing Teacher Assistant with similar previous experience.
- 4. After initial placement on the guide all personnel will move on the guide in yearly steps. Notification for anticipated movement across the guide must be received by December 31st in the business office. Movement across the guide will occur at two time periods- September 15th and February 15th contingent upon presentation of documentation to the Board Secretary ten (10) work days prior to these dates.
- 5. Credit for up to four years of military service will be granted to Teachers for placement on the salary guide as per state law.
- 6. Compensation for after school and summer professional work is set forth in the attached Activity Schedule E of this Agreement. No other benefits will accrue for after school and summer professional work.
- 7. Compensation for the use of an employee's automobile on school business, with the prior approval of the building principal will be at the OMB rate.
- 8. Any necessary expenses incurred by Teachers and Teacher Assistants, approved by the Superintendent, will be reimbursed by the Board, upon submission of vouchers to the business office.
- 9. Employees will be paid in twenty (20) equal semi-monthly installments for ten (10) month personnel and in twenty-four (24) equal semi-monthly installments for twelve (12) month personnel. Employees will be paid on the fifteenth and last school business day of each month. If the fifteenth falls on a weekend or school holiday, employees will be paid on the last school business day prior to the fifteenth.

Employees will have the option to have deductions from their salary deposited with the Hunterdon County School Employees Federal Credit Union.

Employees will have the option to have deductions from their salary deposited into one of the approved annuity funds.

- 10.
- a. The Board shall reimburse Teachers, Teacher Assistants, Secretaries, Custodians, and Maintenance workers an amount of money, not to exceed the in-state tuition cost charged by Rutgers, the State University for up to two courses taken at an institution of higher education for a course or degree related to the employee's current or future job responsibilities, taken in any school year under this agreement.
- b. The Board's maximum liability for tuition reimbursement shall be \$70,000 per school year.
- c. Money will be divided into three equal portions to coincide with completion of summer, fall, and spring semesters. All pre-approved applicants will receive a portion of the course costs not to exceed 100% based on the number of applicants for that semester. The cut off dates for pre-approval are as follows:

Summer: May 1Fall: August 1

Spring: December 1

- d. If an applicant misses a deadline, the application will automatically carry over as an applicant for the next semester's funds within that school year.
- e. Any remaining funds in a semester will carry over to subsequent semesters but shall not carry over into the next school year.
- f. All graduate courses must be approved in advance by the Superintendent of Schools. Applicants for course reimbursement shall be notified within fourteen (14) days from receipt of same by the Superintendent of Schools whether approval has been granted.
- g. Application may be made to the Superintendent of Schools to substitute two certification courses for two graduate courses.
- h. Upon completion of pre- approved courses, employees shall submit a transcript indicating the course has been completed with a minimum grade of B and evidence of the tuition paid for that semester. Reimbursement of tuition will be distributed within thirty (30) calendar days of approval by the Board after receipt of the required documentation by the deadline in the following schedule:

Semester: Transcript and Tuition Documentation Due Date:

Summer: October 1
Fall: January 30
Spring: June 15

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If submission deadline is missed but received prior to June 30th, reimbursement for pre-approved coursework will be made from any remaining tuition reimbursement funds for that school year once payments have been concluded for the Spring tuition reimbursements.

- i. Professional development days will be made available to Teacher Assistants with compensation for time, travel, and cost of the conference.
- 11. If an employee resigns his/her position within one calendar year after having received tuition reimbursement from the District, that employee shall repay the District 100% of the tuition reimbursement received in that prior year period. If an employee resigns his/her position within the second calendar year after having received tuition reimbursement from the District, that employee shall repay 50% of the tuition reimbursement received. Reimbursement requirement applies to courses taken on or after January 1, 2022.
- 12. Teachers will be afforded an opportunity to participate in the National Board for Professional Teaching Standards Program. Upon successful completion of the program and receipt of the certification the \$2,500 assessment fee and application fee will be reimbursed and nine (9) credits will be granted on the salary guide.
- 13. Curriculum chairpersons working during the school year will be compensated with a stipend of \$500. Teachers employed during the period between the last day of school in June and the first day of school in September to perform work directly related to the curriculum will be paid according to Schedule E. No other benefits will accrue to Teachers involved in school curriculum work.
  - Teachers employed during the period between the last day of school in June and the first day of school in September to perform work directly related to the school program, other than that listed above, shall be paid at the rate of one two-hundredth (1/200) of their next year's salary for each seven (7) hour work day.
- 14. Anticipated summer work opportunities for ten (10) month secretarial personnel will be posted in each building prior to June 30th. Notice of summer work opportunities occurring after June 30th will be mailed to each ten (10) month secretary. The pay rate for extra work during the summer will be paid at the rate of one two-hundredth (1/200) of their next year's salary for each seven (7) hour work day.
- 15. Employees retiring and collecting pension in accordance with the provisions of the New Jersey Pension and Annuity of public employees' retirement system who submit to the Superintendent a written statement of intention to retire at least six (6) months prior to the effective date of retirement will be eligible for a retirement allowance. The notification schedule is as follows:

		r
Effective Date of Retirement	Last Day of Employment	6-Months-Notice Due Date

July 1	June 30	January 1
August 1	June 30	January 1
September 1	June 30	January 1
October 1	September 30	April 1
November 1	October 31	May 1
December 1	November 30	June 1
January 1	December 31	July 1
February 1	January 31	August 1
March 1	February 28	September 1
April I	March 30	October 1
May 1	April 30	November 1
June 1	May 31	December 1

- a. The Retirement allowance will be computed at the rate of one day's pay (salary divided by 200 days) at the employee's current salary rate for each four days of accumulated unused sick leave to the employee's credit at the time of the notice of intention to retire.
- b. The retirement allowance will not exceed forty-six (46) days' pay.
- c. An accounting of the total amount will be given to the retiring employee at the time of retirement. The retirement allowance will be paid in a lump sum. The amount attributable to accumulated sick days that are owed to an employee upon retirement shall be made as an employer contribution to an eligible 403(b) of the employee's choosing or as a one-time payment via normal payroll processing.
- d. Unused accumulated sick leave converted to a retirement allowance will be deducted from the employee's sick leave record at the time the notice of intention to retire is submitted.
- e. An employee's retirement allowance will be paid to the estate if the employee dies while still employed in the district.
- 16. Employment must begin on or before February 1st in order to qualify for increment advancement.



#### ARTICLE XV EMPLOYEE RIGHTS

#### 1. Just Cause Provision

No employee shall be disciplined or reprimanded without just cause. Any such action asserted by the Board or Administration will be subject to the grievance procedure herein set forth.

#### 2. Required Meetings and Hearings

- a. An employee shall be given notice as soon as practicable regarding any complaint, concern or any matter which could adversely affect the continuation of that employee in their office, position or employment; or the salary or any increments pertaining thereto.
- b. Whenever any employee is required to appear before the Board or Superintendent or any committee of the Board, concerning any matter which could be disciplinary in nature said employee shall be given ten (10) calendar days prior written notice of the reasons for such meeting or interview and will be entitled to have a representative of the Association present to advise them and represent them during such meeting or interview.
- 3. No employee will be prevented from wearing pins or other identification of membership in the Association or its affiliates.

#### 4. Student Grades

No grade will be changed without written notice and consultation with the awarding Teacher.

- 5. Employees will be given copies of additions to their personnel files. They will sign a receipt for such copies. The employee will have the opportunity to respond in writing to and/or rebut such material and such response will be placed in their file. Pre-employment records and letters of recommendation are to be excluded from this duplication process.
- 6. Pursuant to Chapter 123 Public Laws 1974, the Board hereby agrees that every employee of the Board will have the right to freely organize, join and support the Association and its affiliates for the purpose of engaging in collective negotiations and other legal activities for mutual aid and protection.



#### ARTICLE XVI NONDISCRIMINATION

There will be no discrimination by the Board or the Association against any employee on the basis of race, color, creed, sex, age, national origin, religion, political affiliation or sexual orientation.



#### ARTICLE XVII SEPARABILITY

If any provision of this Agreement or any application of this Agreement to any employee or group of employees is held to be contrary to law then such provision or application will not be deemed valid or subsisting, except for the extent permitted by law, but all other provisions or applications will continue in full force and effect.



# ARTICLE XVIII COMPLIANCE

Any individual contract between the Board and the individual employee heretofore or hereafter executed will be subject to and consistent with the terms and conditions of this Agreement. If any individual contract contains language inconsistent with this Agreement, this Agreement, during its duration, will be controlling.



## ARTICLE XIX

# GUIDE MOVEMENT CONVERSION CHART FOR SCHEDULE A

DAGE VEAD	YEAR 1	YEAR 2	YEAR 3
BASE YEAR	2021-22	2022-23	2023-24
2020-21	Step	Step	Step
Step	Втор	A	В
	A	В	С
A	B	С	D
В	C	D	E
C	D	E	F
DE	EF	FG	GH
F	G	Н	1
GH	н	IJ	JK
IJK	JKL	KLM	LMN
L	M	N	0
	N	0	Р
M	0	P	Q
N		Q	R
0	P	R	S
P	Q	S	Т
Q	R	T	T
R	S	T	Т
S	T		T
Т	T	T	1

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SCHEDULE A Teacher's Salaries

YEAR 1								
2021-22	Clinton Twp.							
				71 - AE/AE/AE/AE/AE	BA+60/MA+30	BA+75/MA+45	BA+90/MA+60	
Salary Guide			BA+30/	BA+45/MA+13	MA+L15 in F	MA+30 in F	MA+45 in F	Doctorate
Step	BA	BA+15	MA	MA in Field	MALTIS III E	7777		330 00
A	57.715	58.665	60.215	61.465	63.965	65.215	66.465	00,400
В	50 715	599 05	61.215	62,465	64.965	66.215	67.465	67.965
U	50 035		62.335	63.585	66.085	67.335	68.585	69.085
	568.95			207 73	67.205	68.455	69,705	70.205
ב	60.955	61.905	63.455	70/ 10		002 07	058 02	71.330
EF	62.080	63.030	64.580	65.830	68.330	705.760		( ( ( ( ( ( ( ( ( ( ( ( ( ( ( ( ( ( ( (
ŋ	63 205	64.155	65.705	66.955	69.455	70.705	71.955	72.455
豆	029 77		67.030	68.280	70.780	72.030	73.280	73.780
X	04.230		505 67	69.845	72.345	73.595	74.845	75.345
2	560.99		777.00		74.025	75.275	76.525	77,025
<u> </u>	67.775					77.155	78,405	78.905
z	69.655	70.605	72.155	73.405				20008
0	71.735	72.685	74.235	75,485	77.985	79,235		00.202
۵	74 015	74.965	76.515	77.765	80.265	81.515	82.765	83.762
ď	301 31		78.995	80.245	82.745	83.995	85.245	85.745
8	70 175	<u></u>		82,925	85.425	86.675	87.925	88.425
S	330.00			85.805	88.305	89,555	90.805	91,305
F	86,033				5 91.385	92.635	93.885	94.385
	-51.50				אויון עבי מע אין	Tuly 23 2021 v. 2		

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# SCHEDULE A Teacher's Salaries

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YEAR 2								
2022-23	Clinton Twp.							
					0 4 + 60 /M A ± 30	RA+75/MA+45	BA+90/MA+60	
Salary Guide			BA+30/	BA+45/MA+15	DATOU/MENTO	MA+30 in F	MA+45 in F	Doctorate
Step	BA	BA+15	MA	MA in Field	MA+13 III F	TATA SO AM A		
Ą	58.285	59.235	60.785	62.035	64.535	65.785	67.035	67.535
B	59.285	60.235	61.785	63.035	65.535	66.785	68.035	68.535
C	60.285	61.235	62.785	64.035	66.535	67.785	69.035	69.535
Q	61 385	62.335	63.885	65.135	67.635	68.885	70.135	70.635
Ħ	62.485	63,435	64.985	66.235	68.735	69.985	71.235	71.735
FG	63.585		66.085	67.335	69.835	71.085	72.335	72.835
H	64.870	65.820	67.370	68.620	71.120	72.370	73.620	74.120
LI	66,435		68.935	70.185	72.685	73.935	75.185	75.685
KLM	68.135	69.085	70.635	71.885	74.385	75.635	76.885	77.385
Z	70.035	70.985	72.535	73.785	76.285	77.535	78.785	79.285
0	72.135		74.635	75.885	78.385	79,635	80.885	81.385
Ъ	74.435	75.385	76.935	78.185	80.685	81.935	83.185	83.685
Ò	76.935	77.885	79.435	80.685	83.185	84.435		
R	79.635	80.585	82.135	83.385	85.885	87.135	88.385	
Ø	82.535	83.485	85.035	86.285	88.785	90.035	91.285	
Т	85.635	86.585	88.135	89.385	91.885	93.135	94.385	94.885
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SCHEDULE A Teacher's Salaries

	BA+90/MA+60	MA+45 in F Doctorate		67.650 68.150	68 650 69.150		059.69	70.650 71.150	71.750 72.250	72.850 73.350	77 650		75.650 76.130	77.350 77.850	79.255 79.755		81.360	83.665 84.165	86.170 86.670	88.875 89.375	01 780 92.280		100 10
	BA+90	+	-	66.400	000	VV4-70	68.400	69.400	70.500	71 600		72,900	74.400	76.100	78 005		80.110	82.415	84.920	87.625	( ; ) ( ) ( ) ( ) ( ) ( ) ( ) ( ) ( ) (	VCC.UY	
		BA+60/MA+30	MA+15 m F	65.150		66.150	67.150	68.150	69.250	( ) ( ) ( ) ( ) ( ) ( ) ( ) ( ) ( ) ( )	NC5.U/	71.650	73.150	74.850		76.733	78.860	81.165	83.670			89.280	
		BA+45/MA+15	MA in Field	059 63	20.00	63.650	64,650	65.650	056 750		67.850	69.150	70.650			74 255	76.360	78 665			23.8/2	86.780	
		BA+30/	MA		61.400	62.400	63.400	64 400		005.59	99.99	006.79	69 400		7001-17	73.005	75 110				82,625	85.530	
			BA+15		59.850	60.850	61.850	030 03	00.00	63.950	65.050	66.350			69.550	71.455	72 560			78.370	81.075	83.980	
	Clinton Twn.	Cumon Ang.	BA	va	58.900	29,900	000 02	000	006.19	63.000	64.100	65 400		MAC 90	68.600	70.505	C T	710.2)	74.915	77.420	80.125	83.030	
xm 4 10 2	YEAR 3	Colory Cuide	Salary Guide	deix	A	Ω.	C	2	) L	u	ш.	GH			٦ <u>۲</u>	LMIN	0	6		3	œ	s	

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#### SCHEDULE B Teacher Assistant's Salaries

YEAR 1		
2021-22	Clinton Twp. T.	'A's
Salary Guid	e	
Step	AA	BA
		26.665
0	22,555	26,665
1	22,805	26,915
2	23,055	27,165
3	23,305	27,415
4	23,555	27,665
5-6	24,140	28,250
7	24,795	28,905
8-9	25,500	29,610
10	26,265	30,375
11-13	27,065	31,175
14-15	27,900	32,010
16-17	28,770	32,880
18	29,675	33,785
OG1	-	36,590
OG2		37,468

YEAR 2		
2022-23	Clinton Twp. T	'A's
Salary Guide		
Step	AA	BA
0	23,025	27,135
1	23,275	27,385
2	23,525	27,635
3	23,775	27,885
4	24,025	28,135
5	24,610	28,720
6-7	25,265	29,375
8	25,970	30,080
9-10	26,735	30,845
11	27,535	31,645
12-14	28,370	32,480
15-16	29,240	33,350
17	30,145	34,255
OG1		37,060
OG2	-	37,938

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#### SCHEDULE B Teacher Assistant's Salaries

YEAR 3		
2023-24	Clinton Twp. T	'A's
Salary Guid	e	
Step	AA	BA
0	23,510	27,620
1	23,760	27,870
2	24,010	28,120
3	24,260	28,370
4	24,510	28,620
5	25,095	29,205
6	25,750	29,860
7-8	26,455	30,565
9	27,220	31,330
10-11	28,020	32,130
12	28,855	32,965
13-15	29,725	33,835
16	30,630	34,740
OG1	H	37,545
OG2	-	38,423



#### SCHEDULE C Secretary's Salaries

YEAR 1		
2021-22	Clinton Twp Se	ecretary
Salary Guide		
Step	10 Month	12 Month
0	37,425	44,910
1-2	37,925	45,510
3-4	38,430	46,115
5-6	38,925	46,710
7-8	39,430	47,315
9-10	40,595	48,715
11-13	41,790	50,150
14-15	43,015	51,620
16-19	44,270	53,125
20	45,555	54,665
21	46,870	56,245
22	48,215	57,860
23	49,590	59,540

YEAR 2		
2022-23	Clinton Twp Secretary	
Salary Guide		
Step	10 Month	12 Month
0	37,630	45,155
1	38,130	45,755
2-3	38,630	46,355
4-5	39,120	46,945
6-7	39,625	47,550
8-9	40,770	48,925
10-11	41,945	50,335
12-14	43,145	51,775
15-16	44,375	53,250
17-20	45,635	54,760
21	46,925	56,310
22	48,245	57,895
23	49,595	59,540



#### SCHEDULE C Secretary's Salaries

<del></del>		
YEAR 3		
2023-24	Clinton Twp Se	ecretary
Salary Guide		
Step	10 Month	12 Month
0	38,020	45,625
1	38,520	46,225
2	39,020	46,825
3-4	39,520	47,425
5-6	40,025	48,030
7-8	41,155	49,385
9-10	42,325	50,790
11-12	43,525	52,230
13-15	44,755	53,705
16-17	46,020	55,225
18-21	47,315	56,780
22	48,640	58,370
23	49,995	59,995



#### SCHEDULE D Custodial/Maintenance Salaries

YEAR 1		
2021-2022	Clinton Twp Cust/Maint	
Salary Guide	<u> </u>	
Step	Custodian	Maintenance
0	44,415	50,116
1	45,315	51,016
2	46,215	51,916
3	47,115	52,816
4	48,015	53,716
5	48,915	54,616
6	49,820	55,521
7	50,725	56,426
8-9	51,630	57,331
10	52,530	58,231
11-13	53,430	59,131
14-15	54,330	60,031
16	55,230	60,931

YEAR 2		
2022-2023	Clinton Twp Cust/Maint	
Salary Guide		
Step	Custodian	Maintenance
0	45,280	50,981
1	46,180	51,881
2	47,080	52,781
3	47,980	53,681
4	48,880	54,581
5	49,780	55,481
6	50,685	56,386
7	51,590	57,291
8	52,495	58,196
9-10	53,395	59,096
11	54,295	59,996
12-14	55,195	60,896
15	56,095	61,796



#### SCHEDULE D Custodial/Maintenance Salaries

YEAR 3		
2023-2024	Clinton Twp C	Cust/Maint
	<u> </u>	
Salary Guid	e	
Step	Custodian	Maintenance
0	46,260	51,961
1	47,160	52,861
2	48,060	53,761
3	48,960	54,661
4	49,860	55,561
5	50,760	56,461
6	51,665	57,366
7	52,570	58,271
8	53,475	59,176
9	54,375	60,076
10-11	55,275	60,976
12	56,175	61,876
13	57,075	62,776

\*Grandfathered maintenance employee ID# \_\_\_\_\_ will continue to receive boiler license stipen of \$600 per school year.

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#### Rationale for Salary

The salaries listed herein for each club activity is calculated by multiplying the number of hours times an hourly rate of \$27.83. The number of hours for each activity are suggested and may be modified by the Principal with notice to, and approval from the Superintendent, provided budget funds are available. Should, for whatever reason, e.g. number of participants, etc., the activity hours be less than what is listed, a staff member will be required to acknowledge in writing their understanding of the activity they will be overseeing, the salary they will be paid, the minimum number of hours the activity will require, and that a quality assessment (administrative and student) of the activity will be performed upon its completion.

#### SCHEDULE E - ACTIVITIES

#### CLUBS (CO-CURRICULAR)

### CLINTON TOWNSHIP MIDDLE SCHOOL

A ctivity	Hours	Stipend
Activity	24	\$667.92
Art Beautification	20	\$556.60
	45	\$1,252.35
Camerata Singers	30	\$834.90
Computer/Movie Club	80	\$2,226.40
Drama/Theatre	30	\$834.90
Stage Band/Jazz Ensemble		\$834.90
Guitar/Guitar Ensemble	30	\$834.90
Rock Band	30	\$918.39
Life Skills	33	•
Literary Magazine	20	\$556.60
Video Journalism/Online News	180	\$5,009.40
Region II/State Bands	20	\$556.60
Region II/State Choruses	20	\$556.60
Robotics	40	\$1,113.20
School Council	40	\$1,113.20
Yearbook	128	\$3,562.24
Golf Club	Seasonal	\$556.50
Theatre Manager	10 mths.	\$3,150
Ski Club Advisor – self funded	Seasonal	\$3,150
	Seasonal	\$157.50/night
Ski Chaperones	Seasonai	

## ROUND VALLEY/PATRICK MCGAHERAN/SPRUCE RUN SCHOOLS

Activity	Hours	<u>Stipend</u>
Golden Eagle Singers	40	\$1,113.20
Student Council	20	\$556.60
Memory Book – Self-funded		\$787.50



Family Math or Science Night	*	\$27.83
Read Rec. Parent Mtgs.	*	\$27.83
Spruce Run Players	*	\$27.83
PMG/SRS Art Fest	*	\$27.83

<sup>\*</sup>To be determined based upon the recommendation of the Principal and approved by the Superintendent.

## INTERSCHOLASTIC (ATHLETICS)

CLINTON TOWNSHIP MIDDLE SCHOOL

Activity Years of Experience Stipend			
Basketball – Boys	4-6+	\$3,895.50	
, , , , , , , , , , , , , , , , , , ,	2-3	\$3,311.70	
	0-1	\$2,810.85	
Basketball – Boys' Assistant	4-6+	\$2,922.15	
•	2-3	\$2,476.95	
	0-1	\$2,114.70	
Basketball – Girls	4-6+	\$3,895.50	
	2-3	\$3,311.70	
	0-1	\$2,810.85	
Basketball – Girls' Assistant	4-6+	\$2,922.15	
	2-3	\$2,476.95	
	0-1	\$2,114.70	
Baseball – Boys	4-6+	\$2,615.55	
•	2-3	\$2,226.00	
	0-1	\$1,892.10	
Baseball – Boys' Assistant	4-6+	\$2,170.35	
·	2-3	\$1,836.45	
	0-1	\$1,558.20	
Cheerleading	4-6+	\$2,893.80	
C	2-3	\$2,448.60	
	0-1	\$2,087.40	
Cheerleading – Assistant	4-6+	\$2,170.35	
C	2-3	\$1,836.45	
	0-1	\$1,558.20	
Cross-Country	4-6+	\$2,616.60	
·	2-3	\$2,226.00	
	0-1	\$1,892.10	
Cross-Country – Assistant	4-6+	\$1,976.10	
·	2-3	\$1,669.50	
	0-1	\$1,419.60	
Lacrosse – Boys	4-6+	\$2,893.80	
•	2-3	\$2,448.60	
	0-1	\$2,087.40	
Lacrosse - Boys' Assistant	4-6+	\$2,615.55	



	2-3	\$2,226.00
	0-1	\$1,892.10
Lacrosse – Girls	4-6+	\$2,893.80
European Control	2-3	\$2,448.60
•	0-1	\$2,087.40
Lacrosse – Girls' Assistant	4-6+	\$2,615.55
	2-3	\$2,226.00
	0-1	\$1,892.10
Soccer - Boys	4-6+	\$2,615.55
200000	2-3	\$2,226.00
	0-1	\$1,892.10
Soccer – Girls	4-6+	\$2,615.55
	2-3	\$2,226.00
	0-1	\$1,892.10
Softball – Girls	4-6+	\$2,615.55
	2-3	\$2,226.00
	0-1	\$1,892.10
Softball – Girls' Assistant	4-6+	\$2,170.35
	2-3	\$1,836.45
	0-1	\$1,558.20
Volleyball	4-6+	\$2,615.55
	2-3	\$2,226.00
	0-1	\$1,892.10

#### OTHER

Athletic Events/Dance Chaperone or Science Fair Advisor	\$27.83 per hour not to exceed 3-hour
limit Homework, Library, or Lunchroom Monitor	\$27.83 per hour
Home Instruction	\$30.05 per hour \$27.83 per hour not to exceed 8
Overnight School Activities hours in any 24-hour period	
Saturday Activities Athletic Coordinator (Needs a State Supervisory Cert.	\$33.39 per hour
per NJSA 18A:26-2.1	\$5,565 Annual Stipend

#### Curriculum Work

Staff members who perform curriculum writing and staff development work shall be paid a flat fee to be developed and agreed upon by a representative from the Association and the Superintendent based upon the following:

- 1. An hourly rate of \$37.74 will be used to determine total fee
- 2. The anticipated number of hours the project will require



## Activities Added During the Term of the Agreement

The Board and the Association agree that should an activity be added during the term of the Agreement, the building principal and a representative of the Association will meet to determine the maximum hours and salary for the activity, set forth the same in writing, and submit their joint recommendation to the Superintendent and the Board for approval.

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# ARTICLE XX AGREEMENT AND SIGNATURE PAGE

IN WITNESS of the foregoing the parties hereto have caused this Agreement to be duly executed by their respective Presidents and Secretaries on the date indicated below.

Clinton Township Board of Education	Clinton Township Education Association
Lana Brennan, President	Kelly Hill, President
Mark Kramer, Interim Business Administrator/ Board Secretary	Kristin McRae, Secretary
8/16/21 Date	Date